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Title: **Detroit Edison Company and Utility Workers Union of America (UWUA), AFL-CIO, Local 223 (1999)**

K#: **6061**

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Location: **MI Detroit**

Union: **Utility Workers Union of America (UWUA), AFL-CIO**

Local: **223**

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K# 6061

ees = 3,303

Duration 6/20/99 - 6/20/2004



Trade and OPT  
*Agreements*  
*between*

**The Detroit Edison Company**  
*and*

**Local 223**

Utility Workers Union of America  
affiliated with the  
AFL-CIO

**1999-2004**

**Detroit Edison**



*ADTE Energy Company*

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## **AGREEMENT**

This Agreement, entered into June 7, 1999 between The Detroit Edison Company, hereinafter referred to as the "Company", and Local No. 223 of the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the "Union", representing certain employees in the Company, sometimes hereinafter referred to as "employee" or "employees", superseding and supplanting any and all written or oral collective bargaining agreements heretofore entered into between the parties covering those employees,

### **WITNESSETH:**

**WHEREAS**, the Company is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public; and

**WHEREAS**, the existence of the Company is dependent upon the faithful carrying out of its responsibilities in serving the public; and

**WHEREAS**, the mutual responsibility of both the employees and the Management of the Company to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public; and

**WHEREAS**, both parties hereto recognize this mutual responsibility of service to the public; and

**WHEREAS**, the Company and the Union agree that one of the purposes of this Agreement is to provide a fair day's work in return for a fair day's pay; and

**WHEREAS**, both parties hereto desire to enter into an Agreement which will eliminate any reason for strikes, stoppages of work, or lockouts during the term of this Agreement and during any period while negotiations are in progress between them for any change or renewal of this Agreement,

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

## Article 1 RECOGNITION

Section 1.1 *Bargaining Units.* a. The Company recognizes the Union, (1) as certified in the following numbered representation cases before the National Labor Relations Board, Region VII, and, (2) as ordered by the same authority in clarification case VII-UC-17, (3) regarding certain employees of the Production Bargaining Unit as defined in Attachment D of the 1995 Agreement (also referenced the 1995 Agreement for identification of the previous individual Power Plant Bargaining Units, the Central Heat Bargaining Unit, the Power Plant Supply Group from the Stores Bargaining Unit and the Maintenance Bargaining Unit which were combined to form the Production Bargaining Unit), and (4) regarding certain employees of the Fermi 2 Bargaining Unit as defined in Attachment D of the 1995 Agreement, as the exclusive collective bargaining agent in all matters of wages, hours, working and other conditions of employment for all employees constituting the respective separate bargaining units listed in Section 1.1b, except as hereinafter provided.

b. This Agreement covers all employees of the Company in the respective separate bargaining units listed below, sometimes hereinafter referred to for convenience as "departments", excluding in the Facilities Management and Services the employees of the Crane and Elevator Division, and excluding in all such bargaining units all student engineers, training personnel, assistant foremen, foremen, guards, technical, clerical, part-time, temporary, seasonal, and supervisory employees:

<i>Bargaining Units</i>	<i>Certification Case No.</i>	<i>Date</i>
Construction - WSC Shops (as combined with Bellevue Service Shops [VII-RC-3510, 6/19/57] and amended 2/17/60)	VII-R-1452	6/17/43
Electrical System Substations	VII-R-1174	2/ 4/43
Facilities Management & Services (formerly Buildings & Properties)	VII-R-1451	6/30/43
Fermi 2 Power Plant*	VII-RC-9224	6/15/72
Meter	VII-RC-8953	6/24/68
See Amendment No. 1 To Agreement Dated June 10, 1993		
Meter Reading - Detroit Division	VII-R-1653	1/ 3/44
Motor Transportation**	VII-R- 1481	7/26/43
Power Generation* - by mutual agreement of the parties		1/1/97
Stores**	VII-RC-2131	6/5/53
Underground Lines	VII-R-1295	6/11/43

\* Reference Section 1.1 above

\*\*Consolidated into Stores and Transportation Department 11/1/62

Section 1.2. *Consolidation of Agreements.* All of the provisions of the agreements between the Company and the Union covering the employees in each of the above-listed respective separate bargaining units have been consolidated into this one Agreement for the convenience of the Union and the Company. It is specifically agreed that the consolidation of all of these provisions covering the separate bargaining units into this one Agreement in no way changes the separate status of the separate bargaining units.



Section 1.3. *Application of Provisions.* Unless the context otherwise clearly indicates, all provisions of this Agreement shall apply to all employees covered by this Agreement.

Section 1.4. *Agency Shop.* All employees covered by this Agreement, who at the time of signing this Agreement are members of the Union in good standing, or shall hereafter become members of the Union, shall remain members in good standing for the term of this Agreement as a condition of employment, except as otherwise provided herein. After the signing of this Agreement, when employees are first employed in a classification covered by this Agreement they must, as a condition of employment, arrange within their first thirty (30) days of such employment to either (1) become a member of the Union in good standing, or (2) to make payments (hereinafter referred to as substitute payments) to the Union of amounts equal to the uniformly required monthly dues they would have paid if they were members. The term "substitute payments" shall not include initiation fees which are not required of a non-member. The failure of employees to (1) maintain their membership in the Union in good standing or (2) to make substitute payments shall result in their discharge unless membership was terminated for reasons other than failure of the employees to tender initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. An employee may resign from membership by sending notice thereof in writing to the President of the Local Union by registered mail, return receipt requested.

Section 1.5. *Assignment and Authorization for Deduction of Initiation Fee, Dues, Substitute Payments, COPE Contributions, and Assessments.*

a. The Company will, hereafter, with respect to each employee who has individually and voluntarily authorized such deduction in writing in a form acceptable to the Company, deduct from the wages due an employee his/her membership dues or substitute payments, including:

- (1) A duly authorized uniform initiation fee assessed by the Union.
- (2) Duly authorized membership dues (including such general assessments as may be a part thereof) levied by the Union.
- (3) Substitute payments.
- (4) Committee on Political Education (COPE) Contributions.

Any such authorization may be revoked at any time by the employee sending notice to the Paymaster of the Company by registered mail, return receipt requested. The Paymaster will promptly notify the Union of any such revocation by forwarding a copy of the revocation. As a convenience, the Company will continue to deduct dues of an employee transferred to a classification not covered by this Agreement during his/her trial period of six (6) months. The authorization will be automatically canceled when employment in the Company is terminated for any reason, or six (6) months after an employee is so transferred. If such an employee returns to a bargaining unit during the term of this Agreement, he/she must, within thirty (30) days thereafter, again become and remain a member of the Union in good standing.

b. The Company will remit to the Treasurer of the Union by the 10th day of each month the dues, substitute payments, COPE contributions, initiation fees, and general assessments deducted from employees' wages in the preceding month. If no pay is due an employee, or if for some other reason deductions are not made at the agreed times, the Company will attempt to make the overdue deductions later in the same month, if possible, after which the Company will not be responsible.

c. Duly authorized and uniform initiation fees, substitute payments, COPE contributions, and dues (including such general assessments as may be a part thereof) shall be in the amounts

certified in writing to the Company over the signature of two (2) officers of the Local Union.

#### *Section 1.6. Successor Agreements.*

##### *a. Successor Clause*

- (1) *Internal Sale or Transfer* - In the event the Company changes ownership of all or a part (i.e., a part employing permanent, full time bargaining unit employees) of its existing corporate operations by the sale or transfer of such operations to an existing or a newly created subsidiary or corporate affiliate, the applicable Collective Bargaining Agreements shall be binding on any such subsidiary or affiliate.
- (2) *External Sale of Transfer* - In the event the Company sells, or otherwise divests itself of all or a part (i.e., a part employing permanent, full-time bargaining unit employees) of its corporate operations in any transaction where the collective bargaining agency and the rights of union represented employees are or may be affected, the transaction will be conditioned on the purchasing entity agreeing to recognition of Local 223 and, at a minimum, assumption of the arbitration, seniority, job retention, wage, benefit and pension provisions of the then existing Collective Bargaining Agreements. Such purchaser and the Union will negotiate to retain and/or modify other existing applicable Agreement provisions, and any other matters appropriate for such negotiations. Any disputes regarding which terms, if any, of such Collective Bargaining Agreements are not applicable must be resolved between the Union and the new or restructured entity by arbitration. It is the intention of the Company and the Union that such disputes be resolved expeditiously. Prior to closing, the Company will furnish Local 223 a minimum of 60 days notice of any transaction covered by the provisions of (1) and (2) above.

- b. **Worker Transition Program** - The Company commits to developing jointly with Local 223 an industry worker transition program which shall provide skills upgrades, apprenticeships and training programs, voluntary separation packages consistent with reasonable business priorities, and job banks to coordinate and assist placement of Local 223 members into comparable employment at no less than their current wage rates and current or substantially equivalent fringe benefits. It is the Company's further intention to seek recovery of the cost of such worker transition programs as a transition cost as permitted by applicable restructuring legislation and MPSC restructuring orders.
- c. **Future Employment** - In the event the Company, DTE Energy and/or any DTE affiliates, purchases or merges divisions, business units, or generating stations or generating units with any entity in the electric utility business anywhere in the United States, and additional employees are required, the Company shall offer employment to members of Local 223 who are qualified, but have been displaced from employment at Detroit Edison, provided that such employment offer is consistent with any then existing labor agreement covering the acquired or merged facility or business unit. In the event that DTE Energy acquires or merges with an entity where the employees are not represented by a union, the Company and Local 223 agree to conduct themselves in any union representation elections pursuant to the Memorandum of Understanding between the parties regarding union representation elections.
- d. **Duration of Successor Agreement Selection** - This Successor Agreement Clause does not diminish the wages, hours working or other conditions of employment under existing or successor collective bargaining agreements. Also, this Successor Agreement Clause does not alter the rights and responsibilities of the parties in negotiations for successor

collective bargaining agreements, except that the provisions of this clause will continue in effect until January 1, 2008 unless changed by mutual agreement.

## **Article 2**

### **JOINT RESPONSIBILITIES**

Section 2.1. *No Strike - No Lockout.* It is agreed by and between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, picketing, or lockout during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the continuance or renewal of this Agreement. The Company agrees, as part of the consideration of this Agreement, that neither the National Union, the Local Union, its officers, nor agents shall be liable for damages for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of work in the respective bargaining units covered by this Agreement, if:

a. The Union gives written notice to the Company as soon as possible, in any event within eight (8) hours after notification by the Company, copies of which notice by the Union shall be posted immediately by the Union on the bulletin boards, that it has not authorized the stoppage, strike, slowdown, or suspension of work; and if

b. The Union further cooperates with the Company in getting the employees to immediately return and remain at work. It is recognized that the Company has the right to take disciplinary action, including discharge, against any employees who engage in any unauthorized stoppage, strike, intentional slowdown, or suspension of work, subject to the Union's right to present a grievance on such discipline in accordance with Articles 4, 5, and 6 of this Agreement.

**Section 2.2. No Coercion.** Neither the Company nor the Union shall interfere with, restrain, or coerce employees either to join or refrain from joining the Union.

**Section 2.3. *Fermi 2.*** Both the Union and Management recognize that the Company's ability to meet its obligation to employees, investors, and the general public is directly dependent upon the safe and continuous operation of Fermi 2, the Company's only nuclear plant. Recognizing this, both Management and Union agree that every effort should be made to assure continued, successful operation of Fermi 2. To accomplish the same, the Union and Management agree that during the period following contract expiration and the effective date of a new contract, the Union will give the Company 48 hours' advance written "notice of intent to strike" at Fermi 2 except that, from two weeks prior to the start of an outage associated with fuel reload through two weeks following the end of such an outage, or during any other major outage, the Union will give the Company seven days' advance written "notice of intent to strike" at Fermi 2 and employees will remain at work until properly relieved. If the Company relieves employees during any such notice period, the employees will be paid for all lost time from their regularly scheduled hours from time of relief to the expiration of said notice period. Further, the Union, its officers, agents, and members agree they will not sanction, condone, or participate in any unlawful picketing activity at the Fermi 2 plant. The Union further agrees that all Fermi 2 Local 223 represented employees will cross any picket lines at Fermi 2 until the expiration of the said 48 hour or seven day notice period.

### **Article 3 RESPONSIBILITIES OF THE MANAGEMENT**

The Company shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause; subject, however, to the employee's right to bring a

grievance if any provision of this Agreement is violated by the exercise of such management functions.

#### **Article 4**

### **GRIEVANCE PROCEDURE**

*Section 4.1. Union and Company Representatives.* The Union will furnish the Company with the names of its duly appointed or elected representatives and their alternates, and members of its Grievance Committee in each bargaining unit (and such changes as may occur from time to time in such personnel), within five (5) days of their appointment or election, so that the Company may at all times be advised as to the authority of the individual Union representatives with whom it may be dealing. Likewise, the *Manager of Employee and Labor Relations* will furnish the Union the names and/or titles of Company officials designated to settle or decide grievances at Steps 1, 2 and 3 as set forth below.

*Section 4.2. Grievances. a. Discussion with Immediate Supervisor.* Should any disagreement arise between any employee or employees covered by this Agreement and the Company, it shall be deemed a grievance. It shall be discussed by the employee or employees and his/her or their immediate supervisor, either personally, or with or through his/her or their Union representative. (If the disagreement involves the issuance of an Oral Reminder or a Written Reminder, the discussion will also include at least the second line supervisor.) If not resolved at this discussion stage, these disciplinary issues will go directly to Step 3.) No grievance that has been discussed with or through a Union representative will be adjusted unless a Union representative is present or has been offered the opportunity to be present. The immediate supervisor will have ten (10) days exclusive of Saturdays, Sundays and holidays from the date the grievance is first discussed to provide a verbal answer to the grievant and/or Union representative. If such an answer is not given within the required ten (10) days, the grievance may be appealed to Step 1 without a verbal answer from the immediate supervisor. It is understood that all settlements and/or answers at this discussion

level are without prejudice or precedent to the Company or the Union and either party may take an entirely different position if the grievance is appealed to Step 1. It is further understood that no employee will leave work for the purpose of discussing a grievance without first obtaining permission from his/her supervisor and being properly relieved. The Company, except as otherwise agreed, will pay not more than one aggrieved employee and one Union representative for time necessarily lost from regular working hours while discussing such grievance with the supervisor.

b. *Step 1.* If the grievance is not settled by discussion with the immediate supervisor, the procedure shall be as follows (written decisions shall be handed or mailed to the Union in the time limits designated below unless the limits are waived or extended by the Union):

The grievance shall be promptly, and in a clear manner, placed in writing and signed by the authorized representative or representatives of the Union, and submitted to the designated Company official who is authorized to issue written answers to or otherwise resolve Step 1 grievances submitted by the grievant. If the written grievance is not so submitted within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) of the action of the Company causing the disagreement, it will be considered to no longer exist.

The Company official so designated to whom the Step 1 grievance is presented, or someone delegated by the Company official with authority to settle or decide the grievance shall, unless otherwise agreed to by the Union, convene a Step 1 meeting of the parties within twenty (20) days (exclusive of Saturdays, Sundays and holidays) of receipt of the written grievance. Using the Interest Based Bargaining (IBB) process, the parties will make a good faith effort to resolve the grievance at this Step 1 meeting. Labor Relations will facilitate these Step 1 discussions and will record the resolution reached by the parties. If the grievance cannot be settled using the IBB process, the



written grievance will be immediately assigned a grievance number by Labor Relations.

It is understood that, unless otherwise agreed to in writing, all settlements and/or answers at Step 1 are without prejudice or precedent to the Company or the Union and either party may take an entirely different position if the grievance is heard at Step 3.

c. *Step 2.* A designated Manager or Vice-President shall receive a copy of those grievances from his/her area of responsibility which have been appealed to Step 3. Where appropriate, this Management person may request his/her direct reports to again IBB the grievance, possibly including others not previously involved or will take whatever other action, if any, he/she believes is necessary. *It is understood that unless otherwise agreed to in writing, all settlements as a result of this Step 2 review are without prejudice or precedent to the Company or the Union.*

d. *Step 3.* If the resolution is not reached at Step 1, the Secretary or the President of the Local Union may, within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) after the date of the IBB session submit the grievance in writing to the President of the Company and the Step 2 designated Manager or Vice-President. If the grievance is not so submitted to the President within such twenty (20) days, it will be considered to no longer exist. The President of the Company, or the President's Delegate with full power and authority to settle or decide the grievance, shall, after receipt of the grievance, thereupon contact the Union within twenty (20) calendar days to see if the grievance has been resolved through the Step 2 review. If not resolved, a Step 3 hearing will be scheduled at the earliest mutually agreeable time. Unless otherwise agreed, such a Step 3 hearing will take place within 45 calendar days of the Union's appeal to Step 3. The President of the Company or the President's Delegate will have ten (10) days (exclusive of Saturdays, Sundays, and holidays) from the end of the last Step 3 meeting to mail to the Local Union office and the bargaining unit chairperson, his/her

decision in writing, unless the time is waived or extended by the Union. Provided, however, that if a stenographic transcript is made of the Step 3 meeting or meetings, the last meeting will be considered to have been held on the day such transcript is placed in the hands of the President of the Company or the President's Delegate.

*Section 4.3. Arbitration of Grievances.* If the Union is not satisfied with the decision of Management at Step 3 of any grievance which concerns the meaning or application of the terms of this Agreement, then the Union may submit such grievance to arbitration in accordance with Article 5 within sixty (60) calendar days after the mailing by the Company to the Local Union office of the decision of the President or the President's Delegate at Step 3. Any such grievance not so submitted to arbitration within sixty (60) calendar days will be considered to no longer exist. Grievances which do not concern the meaning or application of the terms of this Agreement may not be submitted to arbitration, and will be considered to no longer exist. The question of whether a grievance is subject to arbitration may be arbitrated.

*Section 4.4. Persons Present.* Either of the parties may have present at the meetings provided for in the foregoing steps, any person or persons they may consider necessary to the proper consideration and settlement of the grievance. It is understood that, except as otherwise specifically agreed to in writing by the Company, not more than three (3) employees of the Union's choosing shall be paid by the Company for the time lost from their regular working hours while attending Step 1, Step 2 and Step 3 hearings and for one (1) employee while attending arbitration.

*Section 4.5. Minutes.* The Company will keep, prepare, and promptly submit to the Union minutes of each meeting held at Step 3, except as otherwise agreed, or except when a stenographic transcript is taken. If such a transcript is made, a copy of it will be promptly furnished to the Union.

## Article 5 ARBITRATION

Section 5.1. *Submission to Arbitration.* Any grievance which may be submitted to arbitration under the provisions of either Section 4.3 or of Article 6 may be so submitted within the time limits therein provided by requesting the American Arbitration Association in writing to select an arbitrator in accordance with its voluntary labor arbitration rules and sending a copy of such request by certified mail within such time limits, addressed to the Company to the attention of its President at 2000 Second Avenue, Detroit, Michigan 48226.

Section 5.2. *Appointment of Representatives.* At the start of the arbitration hearing, each party shall appoint a representative who will be available to meet with the arbitrator after the hearing. Such post arbitration meetings, if any, shall be called at the discretion of the arbitrator and both the Union and Management representative will be present.

Section 5.3. *Hearing and Decision.* All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The decision of the arbitrator upon any question permitted by this Agreement shall be final and binding upon both parties.

Section 5.4. *Power of an Arbitrator.* No arbitrator shall have the power to change any of the provisions of this Agreement.

Section 5.5. *Expenses of Arbitration.* The fees and expenses of the arbitrator, the stenographic record, and similar incidental arbitration expenses shall be shared equally by the parties hereto.

**Article 6**  
**GRIEVANCES IN DISCHARGE, SUSPENSION,**  
**DECISION MAKING LEAVE, AND DEMOTION CASES**

Unless otherwise agreed between the Company and the Union, prior to the discharge, suspension, decision making leave (DML), or demotion for cause of an employee, the Company will conduct a fact finding meeting with the Chairperson of the bargaining unit or, Acting Chairperson, or the Chairperson's designee. (See also Section 8.31 regarding the Supervisor's obligation to provide Union representation under other circumstances involving Positive Discipline.) Unless otherwise agreed between the Company and the Union, the Company will prepare and submit to the Union minutes of the fact finding meeting. Unless otherwise agreed between the Company and the Union, if an employee is discharged, suspended, given a DML, or demoted for cause, the Union shall be notified of such action promptly in writing by the Company. Notice will be addressed to the Local Union President and a copy mailed to the Chairperson of the bargaining unit in which the employee was working, or in the Chairperson's absence the Vice Chairperson or Chief Steward. If the employee is not probationary, the employee or the Union may, within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) of notice to the Union, file a written grievance directly with the President of the Company to protest such action without taking the preliminary steps of the grievance procedure set forth in Section 2 of Article 4. It is recognized that such a grievance should be heard at the earliest possible time and take precedence over grievances of a different nature. Therefore, such employee shall have the right to a prompt hearing on such charges before the President of the Company or the President's Delegate, with full power and authority to sustain or alter the severity of the discharge, suspension, DML, or demotion, or to otherwise settle the grievance. The President of the Company or the President's Delegate shall report his/her decision in writing, mailed or delivered to the Local Union office within five (5) calendar days after the conclusion of such hearing. However, if a stenographic transcript is made of the hearing, the conclusion of the hearing will be considered to be the day such transcript is placed in the hands of the President of the Company or the President's Delegate. If

the Union is not satisfied with the decision of the President or the President's Delegate, the Union may submit such grievance to arbitration in accordance with Article 5 hereof within sixty (60) calendar days after the date of mailing by the Company to the Local Union office of the decision on such grievance. If not so submitted within such sixty (60) calendar days, the grievance shall be considered to no longer exist. If so submitted to arbitration within sixty (60) calendar days, the power of the arbitrator shall be limited to either upholding the disciplinary action as stated in the decision of the President or the President's Delegate or vacating such disciplinary action. If the arbitrator vacates a discharge, DML, suspension, or demotion, the arbitrator shall order the employee returned to his/her former job with full seniority and compensation for all time and wages lost. The discharge, suspension, DML, or demotion of a probationary employee shall not be the subject of a grievance or arbitration.

## **Article 7**

### **SENIORITY**

**Section 7.1. *Service Defined.*** Length of employment in the Company (including the length of all previous periods of employment in the Company) shall be known as "service". Benefits, such as vacations, pay during absence, pension, and the layoff allowance, are based on service.

**Section 7.2. *Seniority Defined.*** Seniority is the relationship of one employee to other employees on the same seniority list within a bargaining unit or bargaining units. A seniority list establishes the order by which the employees listed thereon will be considered, as provided in this Agreement, for layoffs, rehiring, promotions, and permanent transfers between and within bargaining units covered by this Agreement.

**Section 7.3. *Acquiring Seniority.*** a. Except as otherwise provided for in this Agreement, an employee acquires seniority in a bargaining unit or bargaining units by working in one or more classifications covered by a single seniority list in that bargaining unit for a continuous period of six (6) months. Seniority, when acquired, dates back to the time when

such continuous employment began and accumulates so long as such employment continues.

b. An employee who has not acquired twelve (12) months of service is a probationary employee.

Section 7.4. *Seniority Lists.* a. The seniority status of each present employee shall be that which has been determined by the present seniority lists. The established practices of occupational groups, divisions, and departments shall continue for the term of this Agreement, unless changed by mutual agreement.

b. The Company will cooperate with the Union in working out a mutually satisfactory method of showing the seniority status of employees. The Company will furnish each month to the Chairperson of each unit the names of those employees who have acquired seniority in the unit during the month, and send a copy to the President of the Local Union. Seniority lists shall be brought up to date each January 15 and July 15 and posted by the Company, and one (1) copy of each list shall be furnished to the President of the Local Union and at least five (5) copies to the Chairperson of the unit involved. Such seniority lists shall be deemed to be correct as to the seniority of all employees except those who question the same within twenty (20) days after such lists are posted by the Company. Employees who could not see the list at the time of posting because of illness, vacation, work assignment, or similar cause shall have twenty (20) days after their opportunity to see the list to question their position. All such objections shall be considered and processed as grievances.

c. Employees added to any of the seniority lists in each bargaining unit shall have their seniority determined as provided in this Agreement, except as otherwise agreed by the parties. When two employees start on a seniority list on the same day, the senior employee shall be the one with the longer continuous employment in the occupational group. In the Production Organization the term occupational group as used in Paragraph c of this Section 7.4 means occupational group within a single bargaining unit. If this does not

break the tie, reference shall be made successively to cumulative employment in the division, then department, and finally the Company.

Section 7.5. *Transfers at Employee's Request.* a. Except as otherwise provided in Paragraph c of this Section 7.5, employees who transfer from one seniority list or bargaining unit to another at their own request will continue to accumulate seniority on the seniority list from which they transferred for a period of six (6) months from the date of transfer. During this six (6) month period, the employees will be on trial to demonstrate their qualifications and abilities for the work in their new classification. If found not qualified for such work by the Management during this period, the employees will be returned to their former bargaining unit and classification without prejudice. At the end of this six (6) month trial period, if retained, their seniority will be established on their new seniority list retroactively to the date of transfer, and the employees' seniority on their former seniority list will cease to accumulate but will be retained as of the date of transfer and may be exercised only in the event of layoff.

b. Employees may voluntarily return to their former seniority list and classification within sixty (60) calendar days of the date of transfer without prejudice.

c. (Exception to Paragraph a of this Section 7.5:) Both parties recognize that in some instances six (6) months may not be a sufficient period of time in which to adequately judge the qualifications and abilities of an apprentice in training. In the event an apprentice in training does not pass required classroom work, the employee will be permitted one (1) repeat session for each course failed during each term of the training program provided the employee is otherwise progressing satisfactorily. Should a second attempt in any course also result in failure, the apprentice may be dropped from the training program and classification. If such employee, because of classroom work or on-the-job performance, is found not qualified after having been longer than six (6) months in the training program, the employee shall be returned to his/her former classification, if any, and the employee will be credited with an additional six (6) months of seniority in his/her former classification. If such employee has no former classification to which the

employee can be returned, the Company will attempt to place the employee on other work which the employee is qualified to perform but, in such event, the employee will not be credited with seniority in the newfound classification.

d. If an employee transfers to a classification not covered by this Agreement, the employee will continue to accumulate seniority on the seniority list from which the employee transferred for a period of six (6) months from the date of transfer, or longer if mutually agreed. If the employee becomes permanently assigned to the classification, the employee's seniority will be adjusted so that accumulation stops as of the initial date of the transfer. The terms of Section 1.4 (Agency Shop) apply while seniority is being accumulated. If such an employee wants his/her deduction of dues to continue beyond the period provided by Section 1.5 (Assignment and Authorization for Deduction of Initiation Fee, Dues, and Assessments) the employee must sign a statement to that effect.

Section 7.6. *Transfers by Management.* Whenever in the course of changes such as reorganization or transfers of work from one division or department to another, Management shall permanently transfer an employee from one division or department to another, and the transferred employee will be placed in the classification most like his/her previous work. New seniority lists for the classifications in which employees are placed as the result of such transfers will be made up, and all employees on these new lists will have their respective seniorities adjusted to include all service with the Company in the classification and all like classifications, except that where seniority has been terminated, prior service shall not be included unless otherwise agreed.

Section 7.7. *Temporary Assignments.* a. An employee who is assigned to a classification on another seniority list on a temporary basis will not accumulate seniority on that list. However, if the assignment is continuous and the vacancy is posted as a permanent vacancy, the employee's seniority, if the employee is selected to fill the permanent vacancy, will be established on his/her old and new seniority lists as of the date of the temporary assignment.



b. In the Civil and Specialty Trades Occupational Group of Substations and the Maintenance Occupational Group of Fermi 2 or Power Generation, if a shortage of work in the regular classification makes it necessary to assign one or more employees to another classification in their bargaining unit, and such assignment is expected to last ten (10) working days or more, the employees with the least seniority shall be so assigned, provided reasonable qualifications and abilities are not significantly different, and no change in headquarters or work area is required. "Significant difference" shall be "head and shoulders difference", and such factors as advance licenses or step-up experience shall not of themselves amount to significant differences.

Section 7.8. *Incapacitated Employees.* An employee represented by the Union who becomes incapacitated for his/her regular work may be placed at any work the employee can do without regard to the seniority provisions of this Agreement, and upon recuperation shall be returned to his/her former classification or the classification the employee would be entitled to through qualifications and accumulated seniority. The seniority of such an employee will accumulate only on his/her former seniority list.

Section 7.9. *Leave of Absence.* An employee on leave of absence will continue to accumulate seniority, and at the termination of the leave the employee will be returned to his/her former classification or, if that classification no longer exists, to the classification the employee is entitled to by qualifications and seniority, provided the employee is able to perform its duties. The terms of Section 1.4 (Agency Shop), apply while seniority is being accumulated.

Section 7.10. *Seniority of Employees Promoted to Supervisory or Staff Positions.* If an employee is or has been promoted from a classification covered by this Agreement to a supervisory or staff position and is thereafter transferred back through a layoff, the employee's seniority will be the seniority the employee had at the time of promotion. The rules for accumulation of seniority, as set forth in this Section 7.5, shall apply to these promotions.

Section 7.11. *Layoffs or Reductions.* a. Notwithstanding any other provision of this Agreement, if the Company finds it necessary to lay off or reduce an employee or employees from a classification or a seniority list, the Company will notify the Local Union President of the matter in writing and will negotiate with the Union to formulate a program for spreading the work, transferring employees, or taking some other appropriate action including but not limited to monetary incentives to allow employees in affected classifications to voluntarily leave the Company, retraining to allow employees to qualify for other jobs, temporary placement into other jobs at other locations and temporary placement into special projects. If the parties are unable to agree on such a program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply.

b. If it becomes necessary to reduce the force by laying off employees from any seniority list, the employee with the least seniority on that list shall be laid off first, provided the employee can be replaced with a qualified employee having higher seniority.

c. Any employee who is being laid off from a seniority list may, at his/her own request, use seniority the employee retains on any other seniority list to displace an employee on such other seniority list whose seniority is less than his/her own thereon; or to displace any probationary employee in his/her bargaining unit, provided, in either case, that the employee is qualified to perform the work available. To maintain the integrity of Fermi 2 and to protect seniority, the parties have agreed that the number of Maintenance Occupational Group employees permitted to bump into Fermi 2 will be limited to a number equaling 10% of the number of Maintenance Occupational Group employees employed at Fermi 2 in any year (365 day period). Management may, at its discretion, accept a number greater than 10%. Any employee who thus transfers and displaces a probationary employee or a junior employee on some other seniority list will retain his/her seniority indefinitely on the seniority list from which the employee was laid off. In case the employee is restored to the seniority list from which the employee was laid off, his/her seniority on the list from which the employee was laid off shall include the time spent on the seniority list or lists to which the employee was transferred during

the period of layoff. And, if restored to the seniority list from which the employee was laid off, the employee will be given no seniority credit on the list or lists to which the employee was assigned during the period of layoff.

d. The Company will attempt to place any employee who is being laid off from his/her seniority list at work he/she is qualified to do in his/her own or other departments before hiring new employees for such work from outside the Company. If placed, the employee's seniority on the list from which the employee was laid off will be retained and accumulate in the same manner as if the employee had replaced a junior employee under Paragraph c of this Section 7.11.

e. If the affected employees have not been placed under Paragraphs a, b, c, or d of this Section 7.11, the employees will be offered work currently being performed by contractors which they can perform or be expected to perform with reasonable training. To meet this end, the parties commit to discuss and reach mutual agreement on how to accomplish the above.

f. An employee who is laid off from employment in the Company, and is later hired into a lower classification (while the employee still has recall rights) will retain his/her seniority indefinitely on the list from which the employee was laid off. In case the employee is later restored to the seniority list from which the employee was laid off, his/her seniority on the list from which the employee was laid off shall include the time spent on the other seniority list or lists during the period of layoff and, if restored to the seniority list from which the employee was laid off, the employee will be given no seniority credit on the list or lists to which the employee was assigned during the period of layoff, and the employee shall be given no seniority credit anywhere for the period of unemployment from the Company.

g. An employee is not entitled to reimbursement by the Company for expenses incurred by the employee in accepting work under this Section 7.11.

h. An employee who is laid off from employment in the Company will retain his/her seniority on the list from which he/she was laid off and will have recall rights for a period of time equal to his/her seniority on that list, or for five (5) years, whichever is the lesser. If not recalled or hired into a lower classification during this period, the employee's seniority shall be terminated.

i. Qualified employees who have been laid off from any seniority list and retain seniority thereon under this Section 7.11, who are able to return to work, will be called back in the reverse order of their layoffs, except that an employee who had been retained outside of seniority order because the employee had been a Union representative who is subsequently laid off will be called back in the order which would have applied to the employee if the employee had not been a Union representative.

j. Should it become necessary for the Company to reduce for a period which it appears will be six (6) months or more the number of employees in a classification at a work location:

(1) The employee in that classification with the least seniority on the seniority list covering the classification affected and employed at the work location in question will be displaced first, provided the employee can be replaced, if necessary, with a qualified employee having higher seniority.

(2) Such employee may, if qualified, displace an employee on the same seniority list employed elsewhere in his/her own classification whose seniority is less than his/her own thereon, or such employee may, if qualified, displace an employee in some other lower-rated classification on the same seniority list employed elsewhere or at the same location whose seniority is less than his/her own thereon.

k. For the purposes of layoffs or involuntary transfers or work assignments when seniority is a factor, an elected or appointed Union representative as listed below will be considered as being at the top of his/her seniority list, provided the pending layoff, involuntary transfer or change in work assignment would interfere with his/her job-related

administration duties. If this paragraph is applied to prevent the layoff of any employee from his/her classification or seniority list because he/she is an elected or appointed Union representative, and such employee shall thereafter lose his/her status as an elected or appointed Union representative, the following will be done:

(1) Such former elected or appointed Union representative shall resume his/her proper status on his/her seniority list.

(2) Employees who have greater seniority on such seniority list than such former elected or appointed Union representative and who (a) were displaced from their classification or from such seniority list while serving as an elected or appointed Union representative and (b) have remained continuously with the Company in some other job classification or have been rehired under Paragraph f of Section 7.11 shall be offered, in descending order of accumulated seniority, from high to low, the opportunity to replace such former elected or appointed Union representative.

(3) If such employee accepts the offer, the employee lowest on the seniority list as it exists after such offer is accepted shall have the provisions of this Section 7.11, applied.

(4) If any employee to whom such offer is made declines the same, he/she shall lose all rights, except recall rights, to return to the job from which he/she was displaced.

(5) This Paragraph k of this Section 7.11 shall not apply in such a way as to require Management to offer the above opportunity to any employee other than those covered by Paragraph k (2) of this Section 7.11, and

(6) This Paragraph k of this Section 7.11 shall not be construed to give any employee who shall hereafter become an elected or appointed Union representative any right to return to any classification or seniority list from which the employee has been laid off or displaced.

(7) For the purpose of applying this Paragraph k of this Section 7.11, elected or appointed Union representatives shall be ranked at the top of their seniority lists in the following order:

1. Local Union President
2. Local Union Vice President
3. Local Union Secretary
4. Local Union Treasurer
5. Union EAP Representatives
6. Bargaining Unit Chairperson
7. Bargaining Unit Vice Chairperson
8. Bargaining Unit Chief Steward
9. Bargaining Unit Secretary
10. Bargaining Unit Treasurer
- \*11. Bargaining Unit Bargaining and Grievance Committee and/or Power Generation Committeepersons
- \*12. Elected Stewards
- \*13. Elected Safety Committee Members
14. Local Union Safety Director

*\*If two or more in this category are on the same seniority list, regular seniority will break the tie.*

(8) If said layoffs or involuntary transfers reach to the top of said seniority lists the Union representatives in the following Union Offices will not be laid off from nor involuntarily transferred from their respective bargaining units while they hold one of said offices unless all of the employees of the entire bargaining unit are first laid off from or involuntarily transferred from said bargaining unit:

1. Local Union President
2. Local Union Vice President
3. Local Union Secretary
4. Local Union Treasurer
5. Bargaining Unit Chairperson

l. An employee with ten (10) years or more of Company service who is being laid off from his/her classification in accordance with the seniority practices of his/her bargaining unit, who cannot be placed under the seniority practices of his/her bargaining unit or Paragraphs c, d, or j of this Section 7.11 may, if the employee meets the qualifications required to enter such job, elect:

(1) To use his/her bargaining unit seniority to displace an employee with less bargaining unit seniority in another job with the same or a lower pay grade in his/her bargaining unit, even though the employee has no seniority in such job, or, if there is no such employee,

(2) To use his/her Company service to displace from another job with the same or a lower pay grade an employee represented by the Union in another bargaining unit who has less than six (6) months Company service.

(3) If an employee has no alternative to being laid off and is laid off following the foregoing application of this Section 7.11, such employee, if qualified, will be given first consideration before new employees are hired into classifications covered by this Agreement. Failure of employees to avail themselves of any such opportunity shall not prejudice their recall rights under Paragraph h of this Section 7.11.

m. This Section 7.11, does not in any way alter the force and effect of Section 10.8, (Layoff Allowance).

**Section 7.12. Termination of Seniority.** Seniority will be terminated in cases of (a) resignation, (b) discharge for cause, including absence for three (3) consecutive workdays without notice (unless failure to give notice is beyond the employee's control), (c) expiration of recall rights, or (d) failure to reply (unless failure to reply is beyond the employee's control) within five (5) days to a notice of recall to work, sent by registered mail return receipt letter to the last address furnished in writing to the Company by the laid-off employee. If seniority has been terminated, the Company has no further obligation to offer re-employment but, if a former employee without seniority is re-employed,

his/her seniority status will be that of a new employee, unless otherwise agreed by the parties hereto.

Section 7.13. *Promotions.* In promotion of employees covered by this Agreement to classifications within the same bargaining unit, seniority will govern whenever reasonable qualifications and abilities of the employees being considered are not significantly different. "Significant difference" shall be "head and shoulders difference", and such factors as advance licenses or step-up experience shall not of themselves amount to significant differences. If the Management proposes to by-pass any employee with greater seniority, the Management will discuss the matter with the chairperson of the bargaining unit involved (at least five (5) days before the by-pass is made effective) in an attempt to reach an agreement thereon before such a by-pass is made. In the event of disagreement, the matter may be processed through the grievance procedure to the President of the Company, or his/her delegate, whose decision shall be controlling, except that the question of whether the by-pass has been arbitrary or discriminatory may be submitted to arbitration in accordance with Article 5 of this Agreement. If the arbitrator finds the by-pass was arbitrary or discriminatory, the by-pass will be canceled.

Section 7.14. *Trial Period.* a. Except as otherwise provided in Paragraph c of this Section 14, every employee who begins employment for the first time in a classification in a bargaining unit shall be on trial for a period of six (6) months from the first day of his/her continuous employment in that classification to demonstrate his/her abilities and qualifications for such work. If he/she shall be found not qualified by Management during this six (6) month period, he/she shall be returned to his/her former bargaining unit and classification, if any, without prejudice. In the event of disagreement concerning the employee's ability or qualifications, except in the case of a probationary employee, the matter may be processed through the grievance procedure up to the President of the Company, or his/her delegate, whose decision shall be controlling, except that the question of whether the Management's action has been arbitrary or discriminatory may be submitted to arbitration in accordance with Article 5 of this Agreement.



b. In the case of a probationary employee, or one who is rehired into a classification in which he/she has no seniority, termination of employment shall not be the subject of a grievance or arbitration. Otherwise, such an employee shall have the full benefit of the grievance procedure under Articles 4 and 5.

c. (Exception to paragraph a of this Section:) Both parties recognize that in some instances six (6) months may not be a sufficient period of time in which to adequately judge the qualifications and abilities of an apprentice in training. In the event an apprentice in training does not pass required classroom work, he/she will be permitted one (1) repeat session for each course failed during each term of the training program provided he/she is otherwise progressing satisfactorily. Should a second attempt in any course also result in failure, the apprentice may be dropped from the training program and classification. If such employee, because of classroom work or on-the-job performance, is found not qualified after having been longer than six (6) months in the training program, he/she shall be returned to his/her former classification, if any, and he/she will be credited with an additional six (6) months of seniority in his/her former classification. If such employee has no former classification to which he/she can be returned, the Company will attempt to place him/her on other work which he is qualified to perform; but, in such event, he/she will not be credited with seniority in the new found classification.

## Article 8 WORKING CONDITIONS

Section 8.1. *Bulletin Boards - Union Business on Company Time or Property.* a. Bulletin boards will be made available to the Union by the Company and such bulletin boards will be erected at designated places agreeable to the Union and the Company for the purpose of posting Union notices relating to meetings, entertainment, health, safety, and other non-controversial items of interest to the membership.

b. The members of the Union will not discuss strictly Union business to the extent that work is interfered with, nor will they solicit members, nor attempt to influence employees on Company time or property

during working hours. This Paragraph b of this Section 8.1 is not to be interpreted as prohibiting solicitations on an employee's own time, such as lunch and break periods.

**Section 8.2. *Full-Time Employment.*** The Company agrees that any employee, other than a part-time or seasonal employee, who is scheduled to work on the first day of his/her work week, will be guaranteed pay at straight time for forty (40) hours that week, provided he/she reports for work and is in condition to work. This does not preclude suspensions or discharges for just cause, or layoffs as provided in Section 8.34 hereof. It is understood that in case of a shortage of work in his/her own group the employee will do any work assigned which he/she is capable of performing.

**Section 8.3. *Inclement Weather.*** The Company will not require employees, not so normally engaged, to work outdoors in inclement weather during regularly scheduled work periods, unless such work is necessary to protect life or property, to maintain service, or to prevent impairment of service. In inclement weather, the Company will furnish indoor work, insofar as practicable, to those employees whose outdoor work has been suspended, it being understood that if it is not practicable to furnish work in his/her own group, the employee will do any work assigned which he/she is capable of performing. If unable to do so, the Company will nevertheless fulfill its obligation under Section 8.2 of this Article by paying for such unworked time within the regularly scheduled workweek of forty (40) hours. Any employee normally working indoors, but required to work outdoors without sufficient notice to provide his/her own protective clothing, will be provided by the Company such clothing as raincoats, mackinaws, hats, and rubber boots.

**Section 8.4. *Work Sharing.*** Allocation of work to other groups than those which are regularly assigned to do it shall never be on an arbitrary basis, and the department involved will discuss with the chairperson of the bargaining unit or his/her substitute, as far in advance as possible, any unusual allocation.

Section 8.5. *Outside Contractors.* a. If Management proposes to contract work which is regularly and customarily done by the employees in a bargaining unit, and such contracting appears to threaten their security of employment, the chairperson or chief steward of the division will be given prior notice thereof.

b. Work will not be contracted out for the purpose of laying off or reducing in classification employees who regularly and customarily do such work. (Reference: Letter by William G. Meese dated June 19, 1969.)

Section 8.6. *Safety.* a. The Company and Union will cooperate in placing in effect and maintaining safety rules and practices. These safety rules and practices and the OSHA and MIOSHA laws governing health and safety shall be complied with by the Company, the employees, and the Union.

b. In order to meet our shared interests of assuring the health and safety of the workforce, the parties agree to the importance of effective joint health and safety committees and agree such committees will meet on Company time. To achieve an environment in which joint health and safety committees operate effectively, the parties further agree to create a Joint Steering Committee to develop and implement a health and safety committee process. A part of the Joint Steering Committee's activities will be to:

- (1) Determine the expected purpose and accountabilities of the joint health and safety committees.
- (2) Determine the most effective committee structures, relationships and accountabilities.

c. The Company is committed to and will continue to furnish properly fitted safety clothing and equipment as customarily furnished, and as safe and comfortable working conditions as practical under conditions existing at the time will be maintained.

d. The Company commits that its efforts, in full concert with Local 223, to protect the safety of employees will not diminish in any way as a result of the passage of electric utility restructuring legislation and the issuance of restructuring orders by the MPSC.

Section 8.7. *Minimum Pay Allowance.* a. A minimum pay allowance equivalent to four (4) hours at straight time, including such travel time as is allowed herein, will be paid an employee who reports at the Company's request for work entirely outside and not continuous with his/her regular work period. The continuity of an overtime period with the regular work period or the continuity of an overtime period shall not be considered to be interrupted by time out for eating a meal, even though such time is not paid.

b. The guarantee of a minimum allowance shall apply only to the first two (2) call-ins on any workday or off day.

Section 8.8. *Moving Expenses.* a. If the headquarters of an employee is changed at the Company's request and it is necessary to change his/her residence, the Company will pay the necessary moving expenses upon receiving a receipted moving bill from the employee within one (1) year of the date of change of headquarters (unless the time is specifically extended by Management in writing). When the employee submits his/her receipted moving bill, the employee will be given an additional sum of money to offset other relocation expenses he/she may have incurred. That sum shall be the current per diem allowance (reference Section 8.17) times thirty (30). Such an employee will be given as much notice as practicable to permit the employee to arrange living quarters in the new locality. However, a change of headquarters because an employee applied for a job at a different location or headquarters or upon a job more than thirty (30) days after layoff is not a change at the Company's request.

b. In the Electrical System Substations when the Company, in lieu of requesting a specific employee to change his/her headquarters, allows employees to bid to fill a job, the Company will pay moving expenses (subject to the foregoing time limits set forth in Paragraph a of this

Section 8.8 above) only for the first employee required to change his/her residence in each cycle of bidding.

**Section 8.9. *Job Descriptions, Wage Benchmarking, and Pay Rate Negotiations.*** a. It is understood and agreed that Management reserves the exclusive right to determine the duties of any classification.

b. Management will furnish the President of the Union with copies of job descriptions (including titles and qualifications such as licenses, degrees, and course requirements) for all classifications covered by this Agreement. Should the Company contemplate (1) implementing a new classification or (2) substantially changing an existing classification, the Company will advise the President of the Union of such changes at least thirty (30) days prior to the proposed effective date of such changes. During this thirty (30) day period, the Union and the Company will enter into negotiations in an attempt to reach agreement on such changes, including whether such changes were substantial.

c. If the Union does not believe a job description for a Union represented classification, either an existing job description or one newly brought under the Agreement, accurately reflects the significant duties and responsibilities of the classification, the President of the Union will so advise the Company's Director of Labor Relations. The Director of Labor Relations will arrange a meeting with all the necessary parties to attempt to reach agreement on a revised job description and whether such changes are substantial.

d. If Management creates a new classification and they want to post and fill such a new classification as soon as possible, the parties will attempt to reach quick agreement on a tentative pay rate and job description for such a classification. If agreement cannot be reached, Management's proposed pay rate and job description will be put into effect. However, within six months after such a new classification becomes operational, the process in Paragraph e of this Section 8.9 will be followed.

e. Direct negotiations between the parties will be used to determine the pay rate of any classification covered by this Agreement provided the classification is (1) a new classification, (2) a classification which is brought within the jurisdiction of this Agreement, or (3) a classification already covered by this Agreement, the duties of which have been substantially revised. In direct negotiations, a joint Negotiating Committee will first attempt to reach agreement on slotting the job into existing jobs in the Agreement which have been previously benchmarked through wage surveys. If such agreement cannot be reached, Management will assign a tentative pay rate and the parties will submit the classification to a joint Benchmarking Committee. Unless otherwise agreed, the parties will conduct a wage survey for any new job, substantially changed job, or any classification brought within the jurisdiction of this Agreement at least once during the term of this Agreement. The survey will be conducted using a mutually agreed-to third party and follow the basic agreements reached by the parties in completing their extensive 1998 wage survey. The Benchmarking Committee will report their findings to the Negotiating Committee. The parties will then attempt to negotiate a final pay rate. If not resolved through negotiations, the pay rate proposed by Management shall be put into effect, subject to the Union's right to request mediation of the issue. If not resolved in mediation, the Union has the right to process a grievance through arbitration. The arbitrator's decision will be confined to the reasonableness of the process used by Management to determine the pay rate.

f. It is the intent of the parties that all employees be paid within the pay rates established by the above process. However, if a pay rate for a classification is reduced through the above process, an incumbent's pay will not be reduced. Rather, the incumbents will be brought within the established pay rates through the use of lump sums instead of General Increases being given to others in the same classification who are within the established pay rates.

Section 8.10. *Temporary Assignment to a Higher-Rated Classification.* a. If an employee is assigned to a higher-rated classification for one (1) full hour or more in a day, he/she shall receive for all time worked in such higher-rated classification, (1) the rate for

which he/she has previously qualified by working in the classification on either a permanent or temporary basis, (2) the lowest pay rate in the higher-rated classification, or (3) one pay grade over employee's current pay rate, whichever is highest, provided this shall not exceed the maximum pay rate of the higher classification. This provision does not apply to an employee holding a substitute classification or a dual-rate classification, or an employee assigned for instruction who does not relieve another employee or one whose pay rate is based on relieving a higher classification. If an employee is assigned to a higher-rated classification for less than one (1) full hour in a day, he/she shall receive no increase in pay. When the employee is returned to his/her regular classification, he/she shall also return to his/her regular rate.

b. If an employee is assigned for four (4) or more hours to a higher-rated classification both on the day before and the day after a holiday or other absence for which he/she is excused with pay, the absence will be paid for at the higher rate.

c. If the reasonable qualifications and abilities of the employees available for temporary assignments to higher-rated classifications are not significantly different, the senior employee will normally be assigned. "Significant difference" shall be "head and shoulders difference", and such factors as advance licenses or step-up experience shall not of themselves amount to significant differences. This provision shall not require the shifting of employees between crews or work locations for short assignments. A short assignment is defined as thirty (30) working days or less. Said short assignments will be made first to employees at the location and then in sequence to the next nearest locations.

*Section 8.11. Temporary Assignment to a Lower-Rated Classification.* An employee assigned temporarily to a lower-rated classification shall not be reduced in classification or pay during such assignment.

*Section 8.12. Work Done by Supervisors.* The primary function of a supervisor is supervision. During regular working hours, supervisors will not do work of employees covered by this Agreement except that customarily done. Outside of regular work periods, a supervisor shall

not be permitted to do work which will act to reduce the number of employees normally required for the job. This shall not preclude the supervisor working in an emergency. If a layoff occurs in any classification, no supervisor shall be permitted to do work of employees in such classifications unless such supervisor, if demoted, would have greater seniority therein than any of the laid-off employees.

Section 8.13. *Medical Examinations.* If medical examinations are required by the Company for an employee, they shall be at the Company's expense. Written reports of such examinations will be given to an employee, upon request from the employee, except where the examination is a routine pre-hire examination for someone new to the Company, or an examination to determine if an employee who has been absent is ready to return to work, or in first-aid situations not requiring medical attention beyond first-aid. If such employee is not satisfied with the conclusions of said examinations required by the Company, when such conclusions affect his/her status as an employee, the employee may, at his/her own expense, submit a report obtained from a doctor of his/her own choosing for consideration by the Company. If the Union believes the action taken by the Management after such consideration is arbitrary, it may process the case through the grievance procedure, including arbitration.

Section 8.14. *Employees' Cars.* a. Generally, no employee shall be required to use his/her car in the performance of his/her work or when traveling from job to job in the Company. Employees' cars used for Company business with the Management's consent shall be paid for at the rates established by the Management on a Company-wide basis. If an employee does not wish to rent his/her own car to the Company, the Company will furnish means of transportation as required. Periodically, Management will review with the Union, if the Union requests such review, the line of reasoning followed in establishing the aforesaid rates.

b. As an exception to Paragraph a of this Section 8.14, employees in the following classifications are required to own or lease a car and to use such a car in the performance of their job, including traveling from job to job and home to job.



- (1) In the Electrical System Substations Bargaining Unit: All classifications in the Operating group.
- (2) In the Facilities Management and Services Bargaining Unit: All classifications in the Electrical, Maintenance, Carpenter and Plasterer and Cement groups.
- (3) In the Meter Bargaining Unit: Primary and Secondary Meter Testers and Investigators, Senior Service Representatives, Field Meter Testers and Investigators, and Field Meter Testers.
- (4) In the Detroit and former Oakland Meter Reading Bargaining Units: All classifications in both bargaining units.

As the needs of the Company necessitate, Management may, after discussing the matter with the involved Bargaining Unit Chairperson, add other classifications to the above list. Also, after discussing the matter with the Union, the Company may for sound business reasons, provide Company vehicles to employees in the above classifications.

Section 8.15. *Reimbursable Expenses.* a. If an employee properly notifies the Company of reimbursable expenses incurred by him/her, the employee shall be reimbursed for such expenses not later than twenty (20) calendar days following such notice.

b. The Company will reimburse employees for the required fees to obtain or renew any Company required licenses, except standard driver's license.

Section 8.16. *Travel Within the Company Service Area.* a. Except as otherwise specifically stated in this Agreement, if an employee is asked to report at or quit from a location within the Company service area other than his/her regular headquarters or work area, the employee will, in each case, be given transportation costs and a travel time allowance equal to the time required to travel between his/her home or regular headquarters or work area and the job, whichever is the least.

If such an employee is authorized to drive his/her car, the actual mileage between the job and home, but not to exceed the distance between the job and the employee's regular headquarters or work area, will be considered as mileage on Company business.

b. As an exception to the foregoing Paragraph a of this Section 8.15, if an employee in the Civil and Specialty Trades Occupational Group in Substations or in the Maintenance Occupational Group in Power Generation who is assigned to a regular work area (see Section 8.27) is temporarily assigned to a location within another work area, or to Harbor Beach Power Plant, he/she will report and quit on the job, working the customary eight (8) hours per day, and he/she will be paid for each day when he/she reports to such temporary assignment an expense reimbursement allowance based on the following table, in lieu of any allowance otherwise payable under the foregoing Paragraph a of this Section 8.15:

<u>One-way distance in miles between regular work area and temporary reporting point</u>	<u>Hours at straight- time pay at pay grade T-10</u>
0 thru 9	1
over 9 & thru 19	2
over 19 & thru 29	3
over 29	4

The foregoing notwithstanding, when such an assignment is to the Harbor Beach Power Plant the employee will also be allowed travel time for one round trip for each assignment, but at least for one round trip per week. Such travel time may be allowed during straight-time hours or outside the regular schedule.

c. When an employee is sent from his/her reporting point to a job at another location within his/her work area during the same workday and when he/she drives to work, the foreman shall decide which of two things shall be done, either:

- (1) The employee shall be paid time and transportation to drive his/her car to the new location and quit from there, if the employee is willing to rent his/her car to the Company (see Section 8.14), or
- (2) The employee shall be transported to the new location and back again on Company time.

d. In addition to normal overtime pay, an employee who timely reports for an "at-once" overtime assignment will receive the following additional compensation:

- (1) If an employee is called to report, at a location other than the employee's regular headquarters, for work "at once" on an off-day or entirely outside the employee's scheduled hours, all time and transportation expense, including that between the employee's home and the job and back home, shall be at the Company's expense. The employee is expected to report as soon as possible, unless he/she is instructed to report at a later specified time within two (2) hours. Time shall start with the time of call and shall include the time required to reach home afterward. If the work continues on into the employee's scheduled hours, only time and transportation expense to the job will be allowed. Work area employees will be treated the same as employees who report to a location other than their regular headquarters.
- (2) If an employee is called at home and accepts an "at-once" overtime assignment requiring the employee to report to his/her regular headquarters, the employee is expected to report as soon as possible. Provided the employee actually reports to work within one (1) hour, the employee will receive a travel time allowance of one (1) hour, at the applicable overtime rate (backed up from the time the employee arrives at his/her regular headquarters), an additional one (1) hour from the job back home, and round trip mileage from his/her home to his/her

regular headquarters. However, if the work continues into the employee's next scheduled work period, only the one (1) hour travel time allowance from the home to the job and only the mileage from the employee's home to his/her regular headquarters will be paid. Further, all paid time will be considered as worked time, except qualification for rest time (reference Section 9.11) will be based on the actual time the employee is called at home and the actual time required to reach home after the job is completed.

e. An employee who reports back on one of the days of his/her standard work week for less than eight (8) hours of prearranged work outside of and not continuous with the employee's regular shift will be reimbursed for the travel expense required by the extra trips between home and the job and back home. This provision does not apply to an employee who receives an area premium during the assignment.

f. It is the responsibility of the supervisor to tell the employee what means of transportation is authorized and will be paid for under Paragraphs d and e of this Section 8.16.

g. When the Company provides vehicles to transport employees between jobs, such vehicles will be heated or otherwise suitable to protect the employees from the weather. Employees will not be required to ride in the same compartment with heavy tools or heavy equipment, and the Company shall furnish, in locker rooms, reasonable provisions for drying clothes.

Section 8.17. *Overnight Lodging and Meals.* a. If an employee who regularly works at one location is directed by the Management to report temporarily to another location within the Company service area, which assignment makes it necessary for the employee to remain away from home overnight and to purchase meals, lodging, and transportation, such necessary expense will be paid by the Company upon the approval of his/her supervisor, it being understood that an employee who prefers to disburse the necessary expense the employee has the option to do so. Each employee so affected shall be notified of such assignment before being released from work on the previous day, except in emergencies.

On such an assignment, travel time and transportation between such temporary headquarters and the employee's regular headquarters shall be at Company expense once each week. As an alternative to documented expense reimbursement an employee may elect to accept a per diem allowance of \$64.30 per day for each day when he/she reports and quits on the job working the customary eight (8) hours per day, said per diem allowance to cover all meals, lodging, travel time and transportation.

b. As an exception to the foregoing Paragraph a of this Section 8.17 if an employee in the Civil and Specialty Trades Occupational Group in Substations or in the Maintenance Occupational Group in Power Generation who is assigned to a regular work area (see Section 8.27) is directed by Management to report temporarily to a location within another work area, or to Harbor Beach Power Plant, which assignment makes it necessary for the employee to remain away from home overnight and to purchase meals, lodging, and transportation, he/she will report and quit on the job, working the customary eight (8) hours per day, and he/she will be paid for each day when he/she reports to such temporary assignment an expense reimbursement allowance based on the following table, in lieu of any allowance otherwise payable under the foregoing paragraph a:

<u>One-way distance in miles between regular work area and temporary reporting point</u>	<u>Hours at straight- time pay at pay grade T-10</u>
0 thru 9	1
over 9 & thru 19	2
over 19 & thru 29	3
over 29	4

The foregoing notwithstanding, when such an assignment is to the Harbor Beach Power Plant the employee will also be allowed travel time for one round trip for each assignment, but at least for one round

trip per week. Such travel time may be allowed during straight-time hours or outside the regular schedule.

Section 8.18. *Meals.* a. When an employee is required to work outside of a prearranged eight (8) hour work period on a workday or off-day, the employee will be entitled to a meal or meal money allowance to be furnished by the Company, subject to the following conditions:

- (1) After two (2) hours of such work which is connected before or after an eight (8) hour work period on a workday or off-day (for the purpose of this Section 8.18, such work will be considered as "connected" even though there may be unpaid time out for eating); or

- (2) When such work is not connected to an eight (8) hour work period on a workday or off-day and is not subject to a minimum pay allowance (Section 8.7), a meal will become due if the employee is at work six (6) or more hours after the normal quitting time of the employee's last eight (8) hour work period,

except that,

Meals or meal money allowances are not to be paid for such work on an off-day unless an employee is called out to report for such work with notice of two (2) hours or less.

- (3) After a meal is due under (1) or (2), if such work continues, additional meals will become due at intervals of five (5) hours,

except that,

For working a double shift (two connected standard eight (8) hour work periods), only two (2) meals will be furnished or paid for,

and

No meals will become due during a standard eight (8) hour work period unless the employee has worked continuously (unpaid time out to eat does not break the continuity) for a period which started three (3) or more hours before the normal starting time of that standard eight (8) hour work period.

but

For the employee's convenience, a meal which becomes due prior to the standard eight (8) hour work period may be postponed and taken during such work period.

- (4) If a meal is due and the Company does not furnish it, the Company will give the employee an allowance of \$10.00.
- (5) Time out from work for eating will not be paid for unless the time out is fifteen (15) minutes or less.
- (6) Where a Company restaurant is available, meals provided for herein may be furnished while the restaurant is open (maximum cost of \$7.50); otherwise, such meals will normally be eaten at the times specified above. However, the Company may shift the meal time by up to one (1) hour before it is due or one (1) hour after it is due.
- (7) In any event, meals as referred to herein will not be due more often than once every five (5) hours.
- (8) Time spent for training pursuits is not considered as work for the purpose of this Section.

b. Plant operators, and Facilities Management & Services operators on duty will be permitted a maximum of thirty (30) minutes to eat one meal per regular shift on Company time, provided normal operations continue during the meal time.

**Section 8.19. Mutual Time Exchange.** a. Two (2) employees of the same classification, by mutual agreement, may exchange several hours of their respective work periods or may arrange an exchange of scheduled work periods or off-days, if permission is obtained from their supervisor twenty-four (24) hours in advance, or less if the request arises because of an emergency.

b. If the Union certifies, in writing, to the Company that a majority of the employees in a bargaining unit desire that the work schedules of the group in which the Bargaining Unit Chairperson, or Local Union

Vice President, or Local Union Recording Secretary, or Local Union Treasurer works, be rearranged so that said official will be on the day shift for the duration of his/her term of office, the Company will rearrange such schedules, provided that such rearrangement of schedules does not result in additional cost to the Company nor require additional employees. (The Union may elect to substitute the chief steward for the chairperson in the foregoing sentence if the chairperson and chief steward are both working a schedule which includes evening and/or night shift work.)

c. An elected Union Steward assigned to a four-shift schedule will not be transferred involuntarily from one numbered shift (crew) to another due to shift alignments or due to his/her promotion within his/her seniority group except for the purpose of balancing required skills when no one else can be transferred from said shift to accomplish that end. This applies to no more than one such Steward per each such particular numbered shift (crew).

**Section 8.20. *Work Clothing.*** Where the Company requires the employees to wear uniforms, special work clothes, supplemental clothing and equipment, they shall be properly fitted, supplied and laundered by the Company. The Company shall also provide shoes and shoe repairs for meter readers. Galoshes and rubbers shall also be furnished meter readers for use in their work.

**Section 8.21. *Absences - Permission and Notice.*** No employee, except in case of illness or injury, shall absent himself/herself from duty without first securing permission from his/her supervisor. In case of illness or injury, the employee shall make every effort to call the designated office in ample time before the usual starting time. No pay allowance shall be granted for time lost, except under unusual conditions, unless notification is given no later than by the designated starting time on the same day for an initial absence on the day shift or on day work, and unless notification is given at least one (1) hour previous to the starting time of the evening and night shifts. Where possible, an absent employee whose job requires relief by another employee will make every effort to give Management at least eight (8) hours notice of his/her intent to return to work.



Section 8.22. *Wash-Up Time.* If an employee has become unusually dirty or oily and the Company has facilities at the employee's work site, the employee may, after securing permission from his/her immediate supervisor, take reasonable time from work to bathe and clean up before leaving work.

Section 8.23. *Operators Working Alone.* An Electrical System Substations Operator and/or a Production Operator will, except in extreme emergency, be assisted by a qualified operator when operating energized indoor 24 KV disconnects, handling energized jumpers, phasing at 4800 or higher volts, or switching, tagging or climbing on the AC network.

Section 8.24. *Apprentices.* a. Brickmason Apprentices shall be trained in both red and fire brick laying.

b. The ratio of apprentices to journeymen in those jobs having apprentices shall not exceed one (1) apprentice to two (2) journeymen. However, in those jobs where this ratio is exceeded, the Company shall not be required to meet this new ratio at once by laying off, transferring, or advancing apprentices, but the Company shall not start additional apprentices in such classifications until the above ratio is met. Nothing contained herein shall be construed to require the Company to start apprentices in any classification.

Section 8.25. *Journeyman as Leader.* a. Any Electrical Maintenance Journeyman in the Electrical System Substations, or any journeyman in the Civil and Specialty Trades Occupational Group of Substations or in the Maintenance Occupational Group of Power Generation in a classification which had formerly been in the Construction and Maintenance Department, while assigned to lead three (3) or more other maintenance employees for one (1) full hour or more, shall be considered a leader for the duration of the assignment and shall receive during that time the leader's rate of pay.

b. Promotions to the leader's classification shall be in accordance with the terms of Section 7.13, of this Agreement. Temporary

assignments may be made from the employees at the work location and shall not exceed three (3) weeks.

Section 8.26. *Division of Work.* The Production Organization will continue to assign work to the different trades in the Maintenance Bargaining Unit which were formerly in the Construction and Maintenance Occupational Group in Power Generation and the Civil and Specialty Trades in Substations (which were formerly in the Construction and Maintenance Department) in accordance with the past custom of the last named department. However, the right of the Union to question the abuse of this practice is recognized and may be dealt with through the grievance procedure. An employee will accumulate seniority in his/her regular classification, unless otherwise agreed between the parties hereto.

Section 8.27. *Work Areas.* a. There are twenty-seven (27) work areas - with limits as defined in Paragraph e of this Section 8.27. Any employee who is assigned a work area instead of a specific permanent headquarters will report to any job location within his/her assigned work area. Transportation to and from home and any job location within his/her assigned area is all personal time and expense, except as may herein be specifically noted.

b. The employee referred to in Paragraph a of this Section 8.27 will be paid an hourly premium, called "work area differential", equal to the difference between the grade maximum of his/her classification and the next higher grade maximum (i.e., one pay grade). Depending on the size of the work area and as indicated by the work area chart, the work area differential may be two, three or four times the single work area differential. For this purpose, a classification in an automatic progression will be assumed to have the grade of the highest classification in the automatic progression. Employees presently eligible to receive the area differential are shown in the work area chart.

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DEFINED WORK AREAS, DIFFERENTIALS AND ELIGIBLE EMPLOYEES							
Meter Bargaining Unit	Work Area Dif.	Underground Lines Bargaining Unit	Work Area Dif.	Maintenance Occupational Group in Power Gen.*	Work Area Dif.	FM&S and Substations Bargaining Units **	Work Area Dif.
North Area Energy Center	4	Ann Arbor	2	North	3	D	1
		Howell	2				
Lapeer	2	Lapeer	2			E	2
		Marysville	3				
Port Huron	3	Mt. Clemens	1				
Macomb	1	New Hudson	1	South	3	F	2
Southfield	2	Newport	3				
Detroit	1	North Area Energy Center	4				
		Pontiac	1				
Western Wayne	3	Redford	1			G	2
		Royal Oak	1				
		Shelby	1				
Ann Arbor	3	Trombly	1				
		Western Wayne	1				

\* Maintenance Occupational Group employees not assigned to a specific headquarters, such as one of the Company's power plants.

\*\* Certain designated servicemen in Facilities Management & Services and, in the Substation Bargaining Unit, employees in the Civil and Specialty Trades Occupational Group and Reserve Operators and Assistant Operators not assigned to a specific headquarters.

c. Underground Lines and Meter Bargaining Unit members who are assigned to a Work Area are also assigned a permanent headquarters. The work area differential provided in Paragraph b of this Section 8.27 is not applicable when a member is directed to report at and quit from his/her permanent headquarters for the day.

d. Meter Reading employees are not eligible for the work area differential provided in Paragraph b of this Section 8.27. They report to the designated headquarters each morning where they are assigned work in specific areas. Transportation from headquarters to the specific work area, and from the specific work area back to headquarters, or to home, whichever is less, shall be at Company expense. When such employees are authorized to drive their own vehicles, and they agree to do so, they shall normally quit on the job at the end of the work period if not otherwise instructed. Otherwise, they will be provided with Company vehicles or other means of transportation and, in either case, will thereby be transported from headquarters to the specific work area and back to headquarters to quit from headquarters at the end of the work period, except as the parties agree to different arrangements to meet unusual individual circumstances. In case an employee reports a reading route too heavy, Management shall review the matter with representatives of the Union.

e. The limits of the North, South, D, E, F, G, Meter, and Underground Lines work areas are:

*(1) North Work Area*

Starting at a point on Lake Huron opposite the east end of Keewahdin Road; west on Keewahdin Road to North Road; south on North Road to Maitland Road; west on Maitland to Vincent Road; south on Vincent to Bryce Road; west on Bryce to Duce; north on Duce to Oatman; west on Oatman to Brown; south on Brown to Bryce; east on Bryce to Kilgore; south on Kilgore to Lapeer (M-21); east on Lapeer (M-21) to Castor; south on Castor, Emerson, and Card Roads to Palms Road; south on Palms to Gratiot; south on Gratiot to I-75/1-375; south on I-75/1-375 to its termination and on south to the Detroit River;

northeast along the Detroit River (including Belle Isle) to Lake St. Clair and into the St. Clair River; back to the starting point on Lake Huron.

*(2) South Work Area*

Starting at a point on the Detroit River, opposite the termination of the Chrysler expressway (1-375); north on the Chrysler to 1-75 and to Eight Mile; west on Eight Mile to 1-275; south on 1-275 to Telegraph Road; south on Telegraph Road to the southern limit of the Company's territory; east along the southern limit of the Company's territory to a point on Lake Erie; from this point along Lake Erie and the Detroit River (including Grosse Ile) to the starting point.

*(3) Work Area "D"*

Starting at a point on Lake St. Clair, opposite the east end of the Wayne County border; west on the Wayne County border (and including Northeast Station) to Inkster Road; south on Inkster Road to Cherry Hill Road; east on Cherry Hill Road to Beech Daly Road; south on Beech Daly Road to Annapolis Road; west on Annapolis Road to Inkster Road; south on Inkster Road to Van Born Road; east on Van Born Road to Pelham Road; south on Pelham Road to Allen Road; south on Allen Road to Pennsylvania Road; east on Pennsylvania Road to the Detroit River; along the shore of the Detroit River (but including Belle Isle) and Lake St. Clair to the starting point.

*(4) Work Area "E"*

Macomb County. (For Underground Lines employees and employees in the Civil Specialty Trade Occupational Group in Substations, Northeast Station is in Work Area E only.)

*(5) Work Area "F"*

Oakland County.

*(6) Work Area "G"*

Starting at a point on the Detroit River, opposite the east end of Pennsylvania Road; west on Pennsylvania Road to Allen Road; north on Allen Road to Pelham Road; north on Pelham Road to Van Born Road; west on Van Born Road to Inkster Road; north on Inkster Road to Annapolis Road; east on Annapolis Road to Beech Daly Road; north on

Beech Daly Road to Cherry Hill Road; west on Cherry Hill Road to Inkster Road; north on Inkster Road to Eight Mile Road; west on Eight Mile Road to Napier Road; south on Napier Road and a straight line extension of it to Rawsonville Road (i.e., along the western borders of Northville, Plymouth, Canton, Van Buren and Sumpter Townships) and south on Rawsonville Road to Waltz Road; east on Waltz Road to Oakville Road; northeasterly on Oakville Road to Will Carleton Road; east on Will Carleton Road and Will Carleton Road extended to Gibraltar Road; east on Gibraltar Road and Gibraltar Road extended to the Detroit River; along the shore of the Detroit River (but including Grosse Ile) to the starting point.

(7) Meter Bargaining Unit work areas are the overtime work boundaries in effect as of June 7, 1999.

(8) The Underground Lines Bargaining Unit work areas are the Service Center boundaries in effect as of June 7, 1999.

Section 8.28. *Cable Splicing Group.* a. A splicer will be assisted by a qualified employee when working on exposed energized conductors or equipment or when doing pole work requiring both employees to wear climbers.

b. When properly protected, a Splicer Specialist may be required to work unassisted on exposed energized conductors or equipment up to 300 volts or, if working on street light equipment, up to 600 volts. When using a 15KV test set, the Splicer Specialist will be assisted by a qualified Cable Splicer.

Section 8.29. *Work Equipment.* a. For the Conduit Group in the Underground Lines Bargaining Unit, the Company will furnish either a heated vehicle or a shanty with stove and necessary fuel on jobs lasting more than two (2) days; all tools and equipment necessary for the proper performance of work; and salt tablets, drinking cups, and water dispenser with ice when needed.

b. The Company shall not require an Underground Lines Bargaining Unit employee working in or around steam holes to stand on top while

his/her relief works, but shall allow the employee to seek shelter until needed.

**Section 8.30. *Truck Helpers.*** Drivers of trucks pulling four-wheeled trailers, pole trucks, and cable trucks will be assigned helpers when conditions require it.

**Section 8.31. *Positive Discipline.*** Except as provided in Article 6, if during any discussion under Positive Discipline an employee requests Union representation, the Supervisor will cease the discussion until such time as Union representation is provided. Coaching and counseling are not discipline. If an employee is given a Written Reminder, the employee shall be notified of his/her right to be represented by a Union representative. Unless otherwise agreed between the Company and the Union, all Oral Reminders and Written Reminders shall be furnished to the Chairperson of the Bargaining Unit in which the employee works. Oral Reminders, Written Reminders, and DMLs will be deactivated in 6, 12 and 18 months, respectively, in accordance with the spirit and intent of Company Policy EM4. In case of a suspension or demotion, if an employee goes for three years without discipline, earlier discipline will not be used against the employee. However, Management reserves the right to review the entire disciplinary record of any employee bidding into Fermi 2 if such an employee has received discipline within the last five years.

**Section 8.32. *Employee Personnel Record.*** When the Company makes any written record of the quantity or quality of an employee's work or of the employee's ability in the performance of his/her work for insertion into the employee's personnel records, a copy of such record shall be given to the employee. If said copy is not given to the employee within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) of the date the said written record is made, said written record will not be used in the grievance procedure or arbitration. A "Performance Discussion Guide" used for coaching or counseling will not be inserted in the employee's personnel record.

**Section 8.33. *No Discrimination.*** a. Neither the Company nor the Union will in violation of any state or federal law or Company Policy

(EM1 and EM11) discriminate against any employee in the application of the terms of this Agreement because of race, creed, color, national origin, sex, age disability or other distinguishing characteristics as defined by said Company Policy.

b. The Union acknowledges and agrees that Detroit Edison has the right and responsibility to discipline for just cause any employee who discriminates against or harasses another employee. Detroit Edison and Local 223 are committed to eliminating discrimination/harassment in all forms in the workplace.

c. Any claims of violation of this Section 8.33 may be taken up as a grievance.

**Section 8.34. Notice - Layoff, Discharge, Resignation.** The Company will give one (1) week's notice or one (1) week's pay at straight-time (forty (40) hours) in lieu of notice, to an employee being laid-off if the employee is not eligible for a layoff allowance. An employee intending to resign shall give the Company one (1) week's notice. An employee discharged for cause during his/her regular working day will be paid for the remainder of his/her regular workday.

**Section 8.35. Choice of Headquarters.** a. When employees are needed at a particular headquarters or in a particular work area for a period expected to last six (6) months or more, a notice will be posted in the bargaining unit or units affected. If the expected need is for a shorter period, such a notice will be posted if, in the judgment of Management, the period is sufficiently long to warrant posting. The desire of employees for a particular headquarters or work area will be respected on the basis of seniority as defined in Section 7.2, provided reasonable qualifications and abilities of the employees being considered are not significantly different. "Significant difference" shall be "head and shoulders difference," and such factors as advance licenses or step-up experience shall not of themselves amount to "significant differences". A change in headquarters to meet the desires of an employee is not a change at the Company's request and moving expenses will not be paid.



b. Except as otherwise agreed, when an Apprentice is automatically progressed out of such category he/she will not automatically stay at the same location if there is a more senior employee elsewhere in the higher classification who prefers that location and there is a need for an additional employee in that higher classification at that location.

c. Paragraph e of Section 8.38 also applies to transfers made under this Section 8.35.

**Section 8.36. Training.** An employee may be given training in a higher-rated classification than his/her own without an increase in pay, provided the employee works with and does not replace a regular employee who would be required to do this work, except that employees in the bargaining unit who exchange classifications to get experience for license requirements shall, during the exchange, act as part of the complement for the job.

**Section 8.37. Leave of Absence.** a. An employee requesting a leave of absence shall make application to his/her immediate supervisor. Upon approval of a leave of absence by the Company, a copy shall be given to the employee and to the Treasurer of the Union. A notation will be added to the Union copy indicating the reason for the leave (i.e., health, travel, union business), and the expected duration.

b. An employee who may be called upon to transact business for the Union, which requires the employee's absence from duty with the Company for a period of not more than three (3) years, will be given a leave of absence without pay. This leave will be renewed upon request.

c. An employee with six (6) months or more service may request a leave of absence because of illness extending beyond the period provided in the Agreement in Sections 10.4 and 10.9 for pay during illness. In justifiable cases and upon proper proof presented to the Company, the Management will grant such leave of absence without pay, but not for a period of time which is greater than the time for which the employee was paid during illness under Sections 10.4 and 10.9. The Management may, at its option, grant a further extension.

Section 8.38. *Posting Notices of Vacancies.* a. If a vacancy occurs in any one of the bargaining units covered by this Agreement and such vacancy is not filled by promotion or transfer within the group, a notice of such vacancy shall be posted for a period of eight (8) calendar days in the bargaining unit in which it occurs and a copy sent to a Union divisional officer designated by the respective division.

b. If such a vacancy is not filled by a member of the bargaining unit, notice of the vacancy shall be posted in other bargaining units of the same department for a period of eight (8) calendar days. If the reasonable qualifications and abilities of the employees being considered as a result of this posting are not significantly different, total length of service in the Company shall govern. "Significant difference" shall be "head and shoulders difference", and such factors as advance licenses or step-up experience shall not of themselves amount to "significant differences".

c. If such a vacancy occurs in any one of the bargaining units covered by this Agreement, which is not filled by the foregoing procedure, notice of this vacancy will be posted on the bulletin boards of the other units stating that such a vacancy exists. Such vacancies will not be filled, except on a temporary basis, until at least eight (8) calendar days after the posting of such notices, in order that employees in other units may apply. If the reasonable qualifications and abilities of the employees being considered are not significantly different, total length of service with the Company shall govern. "Significant difference" shall be "head and shoulders difference", and such factors as advance licenses or step-up experience shall not of themselves amount to "significant differences".

d. Failure of employees to avail themselves of opportunities for promotion or voluntary transfer shall not prejudice their future opportunities.

e. Notwithstanding any other provision of this Agreement, it is agreed that any person who is hired for or voluntarily transfers to any Union represented classification at Fermi 2 may not bid to any other job in the Company for a period of three (3) years from his/her date of

transfer to Fermi 2. As an exception to this rule, a person in a Fermi 2 job may bid on other Fermi 2 jobs. Management may unilaterally waive this three (3) year requirement; however, Management's failure to grant such a waiver will not be subject to the grievance procedure.

f. Unless otherwise mutually agreed, employees with less than six (6) months of Company service shall not be considered for any job vacancy outside of their bargaining unit.

Section 8.39. *Swing-Stage Premium.* In the Electrical System Substations, a Structural Maintenance Journeyman will receive an additional premium equal to the difference between the grade maximum of his/her classification and the grade which is two grades above the grade maximum of his/her classification (i.e., two pay grades) while working from a swing-stage boatswain's chair, scaffold on traveling crane, on radio towers, or when painting, without the use of ladders, bucket trucks, or scaffolds (excluding small jobs which can be done from the ground) the steel structures which support 120KV or higher voltage busses and associated equipment on outdoor mats at stations.

Section 8.40. *On-Call Allowance.* a. An allowance of two (2) hours at straight-time for the first sixteen (16) hour period or less on-call will be paid an employee who remains on-call, at the Company's request, between two of the employee's regular work periods on consecutive days. Time spent on-call in excess of the first sixteen (16) hour period will be paid at one-half (1/2) hour for each four (4) hour period or fraction thereof.

b. An allowance of two (2) hours at straight-time for the first eight (8) hour period or less on-call will be paid an employee who remains on-call, at the Company's request, between two of the employee's regular work periods when a holiday or off-day intervenes between such work periods. Time spent on-call, in excess of the first eight (8) hour period, will be paid at one-half (1/2) hour for each two (2) hour period or fraction thereof.

c. For the purposes of this Section, a work period of four (4) or more hours for an employee on a holiday or off-day is considered as a regular work period within the meaning of Paragraphs a and b of this Section 8.40, provided notice of such work is given to the employee before the start of the on-call period preceding the prearranged work.

Section 8.41. *General Orders, Routine Instructions, Company Memorandums and Company Policies and Practices.* The provisions of General Orders, Routine Instructions, Company Memorandums and Company Policies and Practices will neither supersede nor be interpreted as superseding, without the written agreement of the Union, any provision contained in this Agreement. Copies of General Orders, Routine Instructions, Company Memorandums and Company Policies and Practices which deal with matters covered by this Agreement will be promptly furnished by Management to the Union.

Section 8.42. *Training Advisory Groups.* A Training Advisory Group shall be formed in each bargaining unit having a formal training program for Union-represented employees. The purpose of each Training Advisory Group will be to make recommendations for the development and improvement of said training programs. Each Training Advisory Group will consist of two (2) members from the bargaining unit, two (2) Management members from the department involved, one (1) Local Union appointee, and one (1) Management member from Employee Training who will serve as Secretary. All six (6) such members shall have voting rights. Meetings will be arranged at mutually agreeable times at the request of any two (2) members. Agendum will be distributed to the members of a group before the date of a meeting. Union or Management members may have an incumbent employee present at a meeting as a non-voting participant. If agreement on a particular proposal cannot be reached by a vote of a majority of the members, the proposal of the Management members of the group shall be recommended to the Company, subject to the Union's right to bring a grievance under Articles 4 and 5. These groups (including incumbent employees) shall meet on Company time.

Section 8.43. *Clinker Poking Premium.* A Power Plant Operator will receive an additional premium equal to the difference between the

grade maximum of his/her classification and the grade which is two grades above the grade maximum of his/her classification (i.e., two pay grades) while performing the duties of bottom ash removal by using steel poking rods or pipes by hand poking from below at a large and troublesome clinker while a unit is in service. A large and troublesome clinker is defined as an abnormal clinker which requires one hour or more of continuous extended actual poking.

## Article 9 HOURS OF WORK AND OVERTIME

Section 9.1. *Standard Workday and Work Week.* The standard workday shall consist of eight (8) working hours, consecutive except as interrupted by lunch periods, and the standard work week shall consist of five (5) regularly scheduled eight (8) hour work periods on as many workdays. The two (2) remaining days in the pay week of seven (7) consecutive days from Monday through Sunday shall be known as "off-days," and shall, within the limits of reasonable operating procedure, be scheduled consecutively. When an employee is required to delay the start of his/her normal unpaid midshift meal for one (1) hour or more, the normal midshift meal period will be considered as time worked, and he/she may eat on Company time as soon thereafter as is practical.

Section 9.2. *Duration of Workdays and Off-Days.* The workday (including holidays) begins at the starting hour of the scheduled work period and extends for twenty-four (24) hours, except on shift change. Any off-day begins at the same starting hour of the previously scheduled work period and extends for twenty-four (24) hours, except on shift change. When workdays or off-days are changed or rotated, workdays or off-days may be longer or shorter than twenty-four (24) hours and, in such cases, the workday following the change begins at the starting hour of the next scheduled shift.

Section 9.3. *Change in Work Schedules.* No changes in the present work schedules will be made until the matter is discussed with the Bargaining Unit Chairperson or his/her substitute along with one additional Union designated representative and, if agreement on such changes cannot be reached, the schedules proposed by the Company

shall be worked subject to the Union's right to bring a grievance under Article 4, but arbitration under Article 5 shall be limited to the question of whether the schedule proposed by the Company is arbitrary. The arbitrator's decision will uphold or deny the proposed schedule. The Company will review and discuss with the Union suggestions for improvement in work schedules.

**Section 9.4. *Shift Schedules.*** Where shift schedules are in force, the Company shall make every reasonable effort to equalize Saturday and Sunday work. The shifts shall be known as the night shift (starting about midnight), the day shift (starting around 7:00 a.m. to 9:00 a.m.), and the evening shift (starting around 3:00 p.m. to 5:00 p.m.). For shift employees, not more than one (1) regular work period shall be scheduled in any twenty-four (24) hour period, except on scheduled changes of shift.

**Section 9.5. *Non-Shift Schedules.*** The regular working hours for non-shift employees will usually be included between approximately 7:30 a.m. and 4:30 p.m., except for the customary changes due to light or traffic conditions. Normally, the five (5) regular workdays will be Monday through Friday. However, Saturday may be scheduled as one (1) of the five (5) regular workdays when conditions are such that the work cannot, within the limits of reasonable operating procedure, be covered within the normal Monday through Friday work week. The working schedules of such employees shall be assigned in advance in accordance with Section 9.8.

**Section 9.6. *Departures from Schedules.*** Departures from the regularly scheduled working hours may be made for an employee's convenience, provided the Company's service is adequately maintained with no increase in cost.

**Section 9.7. *Due Notice - Change of Shift.*** Due notice of a change from one regular shift to another is defined as follows:

a. Notice which is given through published work and shift schedules and regular revisions of them; or

b. Notice which is given twenty-four (24) hours before the start of the new shift; except that

c. For an employee who is currently working a non-shift schedule, due notice of a change of shift which shortens a Sunday off-day by eight (8) hours or more is notice which is given by the end of the shift on Friday of the same pay week; and

d. An employee in the Civil and Specialty Trades Occupational Group in Substations or the Maintenance Occupational Group in Power Generation and Fermi 2 Unit will not have his/her shift changed unless it appears that there will be enough work on the new shift to last for five (5) consecutive days; and unless such a shift under this paragraph actually lasts five (5) consecutive days. If such new shift does not continue for five (5) consecutive days, work on that shift shall be considered and paid for as work outside of and in lieu of such employee's regular shift under Paragraph a of Section 9.10; and

e. A Vacation and Sick Relief employee will work day shifts on days of his/her own choice unless otherwise assigned by Management and when working a day shift on a day of his/her own choice shall have no stated number of hours' notice for a change of shift; and

f. When a Vacation and Sick Relief employee is working other than a day shift on a day of his/her own choice, he/she shall receive the same notice of a change from that shift as any other employee would receive.

**Section 9.8. Due Notice - Change of Off-Days.** It is understood that due notice of change of off-days has been given when the changes are:

a. Normal changes due to shift rotation; or are

b. Changes in work schedules, notice of which and of the necessity therefore has been given to the Union and the employee by the end of the shift on Thursday of the pay week preceding the change; or are due to

c. Promotions (excluding temporary promotions for two (2) weeks or less); or result

d. When the employee is transferred or bids into an occupation with a different schedule of off-days.

e. The provisions of this Section do not apply to Vacation and Sick Relief employees for whom either off-day may be changed on eight (8) hours' notice.

Section 9.9. *Premium Rates.* Hours worked under the following conditions will be compensated at the following premium rates:

a. Hours worked outside of regular shift hours on any Company-observed holiday - double time. Hours worked during regular shift hours on a holiday will be paid at time and one-half and, in addition, a holiday allowance of eight (8) hours at the employee's regular rate will be paid under the conditions provided in Section 9.13 for the regular hours of work.

b. Hours worked in excess of sixteen (16) in any one (1) workday, off-day, or continuous work period-double time.

c. Hours worked outside of the hours and days established for any employee by his/her current work schedules will be paid at time and one-half (except as modified by Paragraphs a, b or c of this Section 9.9), provided that hours worked on a shift or an off-day which is changed in accordance with Sections 9.7 and 9.8 will be considered as hours established by the current work schedules.

d. Hours worked on any off-day in the pay week other than Sunday will be paid at time and one-half.

e. Hours worked on any Sunday off-day in the pay week will be paid at double time.

f. For the first period of one (1) week, time and one-half will be paid for hours which do not overlap the regular schedule on an evening or



night shift which has been established because of the needs of the service for work which is normally done days. After the first week, hours worked on such shifts will be paid for at an employee's regular hourly rate, plus a separate shift premium which shall be in the amount provided in Article 11 for each shift. Regular overtime rates shall be paid for hours worked beyond the first eight (8) hours of each workday of the newly scheduled shift. This Paragraph f applies only to employees who are in an affected classification as of the date when the evening or night shift is first established. The premium provided by this Paragraph f of this Section 9.9 applies only to those of the aforementioned employees who are actually assigned to the evening or night shift sometime within the first fifty-two (52) weeks following the date when that evening or night shift is first established.

g. When Sunday is scheduled as part of an employee's standard five (5) day week, if no half-time or full-time premium applies to the time worked, a premium of twenty-five percent (25%) of the employee's straight-time hourly rate shall be paid for such time worked on Sunday. If the employee is entitled to either an area differential or an afternoon or night shift premium, such premiums will be added after the twenty-five percent (25%) premium has been applied.

h. Should more than one premium rate apply to the same hours, only the highest premium rate will be paid. The premium rate will be one and one-half (1-1/2) or two (2) times, as the case may be, the hourly rate in effect for the employee at the time the work is performed.

i. *Short Shift Change.* If a shift worked with or without due notice begins eight (8) hours or less from the end of the last regular shift worked, time and one-half will be paid for the first four (4) hours of the new shift, then double time up to the starting time of the next workday or off-day, whichever is first. This does not apply when a shift of an employee's own choice is a contributing factor to a short shift change.

Section 9.10. *Offsetting Overtime.* a. No employee shall be required to take time off during his/her standard work week for overtime, including prearranged overtime, worked or to be worked. However, this shall not preclude the scheduling (at premium rates) of an eight (8)

hour or longer work period on a regular workday outside of and in lieu of the employee's regular work period on that day.

b. If work is not given to an employee who is assigned prearranged overtime work which is not canceled by reasonable notice, the employee will be paid from the prearranged starting time if the employee is available and ready to work.

c. If an employee is held over for an overtime assignment which is not continuous with his/her shift but begins two (2) hours or less after the employee's normal quitting time, the Company will not require the employee to take time off without pay between his/her normal quitting time and the start of the overtime work, except for a one-half hour period (or longer if the employee requests it) for a meal.

Section 9.11. *Rest Time.* a. When an employee is required to work such hours that all, or nearly all, of the employee's normal sleeping time is lost, it is the supervisor's responsibility to release him for a sufficient rest period as soon as the work permits. If an employee works such hours that the employee should be released for rest as soon as the work permits, but the employee prefers to forego his/her rest and work additional hours, the employee should not be permitted to work but should be directed to rest.

b. If the necessities of the work permit, and sixteen (16) hours or more have been worked in a twenty-four (24) hour period, the rest period should be at least eight (8) hours.

c. A rest period may be provided either because long hours have been worked or because they are anticipated.

d. An employee who is released under Paragraphs a, b, or c of this Section 9.11 by his/her supervisor during any hours of the employee's regularly scheduled forty (40) hour work week will be paid at the employee's straight-time rate for rest time during such scheduled hours.

e. When an employee who has been released from his/her regularly scheduled hours for a paid rest period is required to return to work

within ten (10) hours of his/her release (but not otherwise), the employee's paid rest time and the employee's worked time for the workday shall be added together to determine when double time should begin.

Section 9.12. *Distribution of Overtime.* a. Such overtime as becomes necessary shall be distributed without favoritism among the qualified employees in their respective overtime work groups with the objective of obtaining equal distribution.

b. The term "overtime" is defined as time paid for at time and one-half or double time except for such payments for short shift changes, and/or changes of shifts or off-days without due notice, and/or the establishment of an evening or night shift for work normally done days, and/or for work outside of and in lieu of an employee's regular work period, and/or for travel time. Union and Management representatives in each bargaining unit are not precluded, however, from agreeing to add if they wish certain non-overtime premium payments to the overtime records, provided it is understood that work assignments involving non-overtime premium payments need not be made on the basis of standings on the overtime record.

c. The respective overtime work groups will be defined in each bargaining unit. If the parties fail to agree on the definition of them, or subsequent revisions in them, Management's determination will be put into effect. However, the Union may process through the grievance procedure, including arbitration, the question of whether Management's determination was arbitrary.

d. For the purpose of accounting for the distribution of overtime, an employee low on the overtime list who is not available when called for an overtime assignment in his/her overtime work group will be charged with the hours the employee would have been paid had he/she worked, except as otherwise agreed between the Union and Management representatives in each bargaining unit. No more than one reasonable attempt to reach anyone is required. An employee who declines an overtime assignment will be charged with the hours the employee would have been paid had the employee worked. Except in an

emergency no attempt will be made to reach an employee who is on vacation or has previously reported absent. For this purpose, the vacation period will be from the time reporting off duty to the time reporting back on duty and the absence period will be from the time of the report of the absence to the time the employee is cleared for duty. Off-duty employees who do not have phones listed with the Company and on this account are not offered certain overtime will be charged as though they had declined the overtime. An employee who declines to furnish his/her own transportation, or is unable to furnish his/her own transportation (for lack of license or any other reason), for an overtime assignment will be determined to have declined the overtime.

e. When a specific maintenance or construction project is assigned to an employee or employees for completion and casual overtime work rather than another shift is required, the casual overtime will normally be worked by the employee or employees to whom the project was assigned.

f. When an employee transfers from one overtime work group to another, the employee will be charged with the median overtime hours in his/her new group, unless otherwise mutually agreed between the Union and Management representatives in each bargaining unit.

g. At the end of each calendar year, accumulated overtime hours of the employee with the lowest number will be reduced to zero, and the hours of the other employees will be correspondingly reduced.

h. No grievance will be filed on the distribution of overtime if emergency conditions prevent the orderly scheduling of overtime.

i. If it is established that the Company incorrectly bypassed an employee for an overtime assignment, the by-passed employee will, within 30 working days, be offered the opportunity to work a makeup overtime assignment consisting of work which would not otherwise be done on overtime. The makeup overtime assignment will be worked on a day or days mutually agreeable to the by-passed employee and his supervisor. If they cannot agree on a mutually agreeable day or days, the employee's Bargaining Unit Chairperson and the employee's third-

line supervisor will meet to resolve the issue. Such a makeup overtime assignment will provide overtime pay at the same premium and will be for the same number of hours worked as the by-passed employee would have received had he/she worked the missed overtime. When it is determined that makeup overtime cannot be reasonably accomplished, other resolutions (other than additional makeup overtime assignments) will be considered. Reasonably accomplished means that unless otherwise mutually agreed to by the parties, the makeup overtime must be scheduled within thirty (30) days of the bypass and the makeup assignment must be completed within ninety (90) days. However, employees will not be entitled to meals or meal money allowances for such makeup overtime assignments.

Section 9.13. *Holidays and Personal Day.* The Company-recognized holidays are: New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. Effective 1/1/2000 and, at the start of each payroll year thereafter, the Company will also recognize two (2) personal days for each employee. With respect to holidays and the personal days, it is agreed that:

a. Whenever a holiday occurs, every employee will be given a day off with pay if he/she can be spared from work. If the employee cannot be spared, the employee will be paid as provided in this Agreement for working the holiday. If the day observed as a holiday falls on one of the employee's scheduled off-days or another scheduled holiday, another day in the same pay week or the pay week preceding or following will be designated as his/her holiday in lieu of the normally observed holiday. This day will be consecutive with the employee's off-days. Once a day has been designated as a holiday, this designated day will not be changed unless changed by Thursday of the pay week before the week in which the designated day falls. If required to work on either his/her off-day or the day designated as his/her holiday, the regular rules for time worked on such days will be applied.

b. An employee who is excused with pay on a holiday, or day designated as such, and is later required to work during his/her

regularly scheduled hours will receive a minimum of twelve (12) hours' pay for the day.

c. Holiday pay will not be allowed an employee when the employee:

- (1) Is scheduled to work, but without good reason fails to report.
- (2) Is absent without permission on any part of the workday before or the workday after the holiday, unless it is evident that the employee was not intentionally lengthening the holiday period.
- (3) Is absent without pay the entire week in which a holiday occurs.

d. Unless otherwise agreed between the parties, when one of the above holidays falls on a Sunday, it will be observed on the following Monday, and when one of the above holidays falls on a Saturday, it will be observed on the preceding Friday, except that when Christmas Eve Day falls on a Sunday, it will be observed on Tuesday, December 26th and, when New Year's Eve Day falls on a Sunday, it will be observed on Tuesday, January 2nd. However, when Christmas Eve Day, New Year's Eve Day, Independence Day, Christmas Day and New Year's Day fall on Saturday, such holiday will be observed on Saturday by an employee who is scheduled to work such Saturday as part of his standard five-day week, and when Christmas Eve Day, New Year's Eve Day, Independence Day, Christmas Day and New Year's Day fall on Sunday, such holiday will be observed on Sunday by an employee who is scheduled to work such Sunday as part of his/her standard five-day week.

e. (The following birthday holiday language will be in effect only from June 7, 1999 to December 31, 1999.) If an employee's birthday falls on one of his/her regularly scheduled workdays, the employee may: (1) elect to observe his/her birthday holiday on the actual date of his/her birthday, or (2) elect to observe his/her birthday holiday on another day in the same pay week, or the pay week immediately preceding or following, subject to the approval of supervision as to which specific one of these other days can be allowed in light of the needs of the service.

Once a specific day has been approved by supervision it will not be changed without agreement of the employee.

f. To be eligible for personal days, employees must be on the Company payroll at the start of the payroll year. Employees wishing to preschedule a personal day may do so by exercising a choice in addition to that provided in Paragraph h of Section 10.7. Once a specific day has been prescheduled and approved by supervision, it will not be changed without agreement of the employee. Otherwise, employees may, with supervisory permission, schedule their personal days as they would schedule a one (1) day vacation. If required to work on a previously scheduled personal day, employees will be paid the same as if they had worked a holiday. For purposes of overtime distribution, a personal day will be considered a vacation day. Employees must make every reasonable effort to use their personal days during the payroll year in which they become due, and failure to do so will normally result in forfeiture of the personal days. However, the Company recognizes that unusual circumstances beyond the employee's control (such as illness or injury) may prevent employees from taking their personal days within the payroll year. In such situations, the personal days will be transferred to the employee's deferred vacation bank at the start of the new payroll year.

## **Article 10**

### **WAGE COLLATERALS**

Section 10.1. *Committee to Study Benefits.* The Management agrees to meet with a Union Committee to study and to consider any reasonable change in practices of the Company as to group life, hospitalization and surgical insurance, pensions, and leave with pay for such reasons as illness, injury, and jury duty. Any mutual recommendation to change an existing practice shall become the basis for the reopening of the Agreement by either party on the subject of such practice.

Section 10.2. *Employees' Retirement Plan.* Provisions of the "Employees' Retirement Plan," together with all amendments thereto made by the Company up to the date of this Agreement, have been

given to the Union. Those provisions shall be extended to the employees represented by the Union and continued for those employees for the term of this Agreement without further change, except such as the parties may mutually agree upon or those which shall be mandated by law. A general description of the Employees' Retirement Plan is found in the Retirement Section of the Employees Handbook which has also been given to the Union. However, the actual "Employees' Retirement Plan" will be the document used to resolve any filed claims. The plan is of the type generally referred to as a funded, trusted plan. A brief description of the major provisions of the plan follows.

a. *Employees Retiring After Age 60 or After Age 58 with 30 or More Years of Service* - Eligible employees who retire at age 60 or older or after age 58 with 30 or more years of service will have their retirement allowance calculated by the following normal retirement formula:

Average high 260 Weeks of Pay	X	1.5%	X	Years of Benefit Service = (not to exceed 30 years)	=	Yearly Retirement Allowance
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plus (if applicable)

Average high 260 Weeks of Pay	X	1.4%	X	Years of Benefit Service = (beyond 30 years)	=	Additional Yearly Retirement Allowance
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If the eligible employee has less than 15 years of benefit service, the yearly retirement allowance begins at age 65.

b. *Employees Retiring Between Ages 45 and 60 Without 30 Years of Service or Between Ages 45 and 58 With 30 or More Years of Service* - Eligible employees who retire between ages 45 and 60 without 30 years of service or between ages 45 and 58 with 30 or more years of service and who do not wish to defer their retirement allowance will have their retirement allowance calculated as follows:



Total yearly Retirement allowance as calculated in paragraph (a) immediately above

X

Percentage factor from the below applicable early retirement reduction table

If the eligible employee has less than 15 years of benefit service, the yearly retirement allowance begins at age 65.

**EARLY RETIREMENT TABLES**  
(Effective for employees who retire after 6/7/99)

If Employee Retires at Age*	For Employees with Less Than 30 Years of Service % of Normal Retirement Allowance Employee Would Receive**	For Employees with 30 or More Years of Service % of Normal Retirement Retirement Allowance Employee Would Receive**
45	27%	27%
46	29%	29%
47	31%	31%
48	34%	34%
49	37%	37%
50	40%	40%
51	43%	43%
52	46%	46%
53	49%	49%
54	53%	53%
55	66%	80%
56	74%	88%
57	82%	96%
58	90%	100%
59	98%	100%
60 or older	100%	100%

\* The allowance will be divided proportionately for ages that fall between those listed.

\*\* The percentages are applied to the amount calculated by the normal retirement formula.

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c. *Retirement Options* - When applying for a retirement allowance, an employee must choose one of the following three options which will determine whether and how an employee's beneficiary will receive an allowance after the employee dies:

- (1) *Option III* - This option provides an unreduced retirement allowance (as calculated in paragraph a or, if applicable Paragraph b of this Section 10.2) for as long as the employee lives but with no further payments to anyone after the employee dies.
- (2) *Option II* - This option provides a reduced retirement allowance during the employee's lifetime. When the employee dies, the employee's beneficiary will be paid one-half of that allowance for the rest of the designated beneficiary's life. The employee may not name a new beneficiary, even if the employee remarries.

The amount received under this option is 90% of the employee's Option III retirement allowance if the employee and his or her beneficiary are the same age. However, if the beneficiary is younger, this percentage will be reduced by 1% for each 12 full months of difference in ages. If the beneficiary is older, the percentage will be increased by 1% for each 12 full months of difference in ages up to a maximum of 100%.

If the employee is married, federal law requires that this option will apply unless the employee specifically chooses otherwise in writing. If such an employee names someone other than his/her spouse as a beneficiary (under Option II or I), the employee must have written permission from the involved spouse to do so.

If employees choose this Option II and their designated beneficiary predeceases them, the employee's retirement allowance will, effective the first of the month after the death of the designated beneficiary, revert back to what it would have been had the employee retired under Option III.

- (3) **Option I** - This option provides a reduced retirement allowance during the employee's lifetime. When the employee dies, that same amount will continue to be paid to the employee's beneficiary for the rest of the beneficiary's life. The employee may not name a new beneficiary, even if the employee remarries.

The amount received under Option I is 76.5% of the Option III retirement allowance if the employee and the employee's beneficiary are the same age. If the beneficiary is younger, this percentage will be reduced by 1.2% for each 12 full months of difference in ages. If the beneficiary is older, the percentage will be increased by 1.2% for each 12 full months of difference in ages up to a maximum of 100%.

If employees choose this Option I and their designated beneficiary predeceases them, the employee's retirement allowance will, effective the first of the month after the death of the designated beneficiary, revert back to what it would have been had the employee retired under Option III.

d. *Spouse's Benefit* - The plan recognizes that an employee could die before he/she starts to receive a retirement allowance. If such an employee has been married for at least one year and is vested, the plan provides for an immediate or future monthly payment to the eligible spouse for the rest of the spouse's life. If the surviving spouse is the same age as the employee, the monthly payment will be the amount the employee's spouse would have received under Option II (see Paragraph c (2) of this Section 10.2) had the employee left the Company on the day of death. If an employee dies after having reached age 45 and if the employee has 15 or more years of benefit service, the eligible surviving spouse will be eligible for an immediate monthly allowance. When other eligible surviving spouses qualify for future monthly allowances depends on the employee's age and benefit years of service at the time of death.

e. *Supplemental Early Retirement Allowance* - The Company will give eligible employees a Supplemental Early Retirement Allowance in

addition to the employee's normal retirement allowance. Details are as follows:

(1) *Eligibility* - Employees age 55 through 61 with at least 20 years of benefit service.

(2) *Duration* - This additional payment takes effect the day the employee's retirement allowance begins and ends the month after the employee reaches age 62 or when the employee dies, whichever comes first. The plan contains no provision to pay any portion of this supplemental amount to a surviving spouse or any other beneficiary.

(3) *Amount of Allowance* - The base amount effective 6/7/99 is \$1,950\* per month reduced by:

- The employee's regular monthly early retirement allowance determined as if the employee had selected retirement with Option III (no payments to a survivor after employee's death).
- Twenty dollars per month for every year or partial year of Company service less than 30.
- Any payment received from the Company or other sources to which the Company contributes including:
  - Social Security disability benefits for which the employee is or may become eligible for during the period that the employee is paid the Supplemental Early Retirement Allowance.
  - Workers' Disability Compensation.
  - By the amount of any other Detroit Edison Company-provided or government plan (other than military):

\*Increases to \$2,050 effective 6/5/00 and \$2,100 effective 6/4/01.

f. *Deferral of Retirement Allowance* - Effective January 1, 1996, an employee who is age 45 or older with at least 15 years of benefit service or the surviving spouse of an active employee age 45 with at least 15

years of benefit service may retire and elect to defer his/her retirement allowance to any age prior to age 65.

The following rules apply to such deferrals:

(1) Deferral of the retirement allowance will not add years of benefit service beyond what the employees had when they ceased their active employment with the Company.

(2) If employees are under age 60 or under age 58 with 30 or more years of service when they elect to start collecting their deferred retirement allowance, their retirement allowance will be calculated based on their actual age at the time their deferred retirement allowance begins and the applicable Early Retirement Reduction Table. If surviving spouses elect to defer their Option II retirement allowance, they may request to start receiving the allowance at any time in the future. When they elect to start collecting their retirement allowance, it will be calculated on the age which the deceased employee would have been at the time the deferred retirement allowance begins and the applicable Early Retirement Reduction Table.

(3) Effective June 7, 1999, if employees are eligible for a Supplemental Early Retirement Allowance (SERA), the amount of SERA will be calculated as if such employees were not deferring their retirement allowance and, upon ceasing their active employment, employees will begin receiving their SERA. When such an employee starts receiving his/her retirement allowance, his/her SERA will not be readjusted.

**Section 10.3. *Worker's Compensation.*** The Company normally grants certain benefits in addition to those required by law in compensation cases.

**Section 10.4. *Pay During Absence.*** a. To the end that an employee may have uninterrupted weekly income, notwithstanding certain unavoidable interferences with the employee's ability to work, pay at regular straight-time rate will be allowed an employee for time lost

from his/her standard work week for the four following reasons. It is understood that an employee may be required to furnish reasonable proof of the disability for which pay during absence is to be allowed.

- (1) Personal sickness or non-occupational injury.
- (2) Injury or illness of a near relative living in the employee's immediate household of such serious nature that the presence of the employee himself/herself is required. Pay allowed for this reason will not exceed three (3) days, except that Management, under unusual circumstances, may allow more.
- (3) Medical treatment for self or immediate family when appointment outside working hours is not practicable and employee must be present.
- (4) Death of a near relative (son, daughter, husband, wife, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law, or anyone who is very close and who is living in the same household with the employee). Pay allowed for this reason will not exceed three (3) days, except under unusual circumstances.

b. In addition to the foregoing, an employee may be allowed pay for absence due to necessary important personal business which cannot be taken care of outside an employee's regular working hours.

c. An employee becomes eligible for pay during absence, as provided in this Section 10.4, in the payroll year in which he completes six (6) months' service with the Company. During this first six (6) months, pay may be allowed for up to but not exceeding ten (10) days, which shall be charged against the twenty (20) days allowable for the first payroll year in which such six (6) months' service is completed. Pay allowed under this Section 10.4 for any or all reasons shall not exceed twenty (20) days in any payroll year, except that for personal sickness or non-occupational injury, an employee will be allowed as many additional days of absence as were not paid for of the twenty (20) days allowable in each of the two (2) preceding payroll years, referred to as "the bank."

Further, if an employee, due to extensive illness, has used his/her current year's allowance of twenty (20) days, the employee may use the bank for necessary absence due to the death of a near relative. Deduction of days from the bank will be made first from the earlier payroll year. However, the number of days in the bank of an employee returning from a leave of absence will be the same number as in the employee's bank the date the employee's leave started.

**Section 10.5. Jury Duty.** a. An employee absent because of jury duty shall be allowed straight-time pay not to exceed forty (40) hours in any one (1) week for hours the employee would have otherwise worked. Time absent for jury duty shall be reported as such, but not deducted from days allowable for other reasons. Employees shall report for work whenever they are not actually on jury duty during their scheduled work periods unless otherwise instructed by their supervisors.

b. Employees who are notified that they may have to serve jury duty while scheduled to work the evening or night shift may request to have their work schedules changed from evenings or nights to days. Unless emergency conditions exist, if such employees present their supervisor with their Summons to serve jury duty within five days of their receipt of such a Summons (but no less than one week prior to having to serve such possible jury duty), such requests will be granted.

**Section 10.6. Life Insurance.** a. *Coverage for Active Employees.* Upon full-time employment an employee will receive group term life insurance at no cost to the employee. Each employee will be given a certificate of insurance which generally describes the benefits to which the employee may be entitled. The terms and conditions under which such benefits may be payable are set forth in the group term life insurance contract. The coverage hereinafter discussed is illustrative of some of the more important provisions of said group term life insurance. The amount of the life insurance will equal two times the annual base pay, raised to the next higher even multiple of \$1,000. The amount so obtained may hereafter also be referred to as the "Base Amount". Should two times the employee's annual base pay produce an even thousand figure, the insurance coverage will go to the next higher even multiple of \$1,000. As an exception to the foregoing, if an employee is

over 65 years of age (but under 70), the base amount of insurance will equal 2 times the annual base pay times 75 percent, raised to the next higher even multiple of \$1,000, and if this 75 percent computation should provide an even thousand figure the insurance coverage will go to the next higher even multiple of \$1,000.

Base pay for this purpose does not include premium pay for overtime, shift work, or work area differentials.

If part-time employees should ever become represented by the Union, such part-time employees must be scheduled to work at least twenty hours per week to qualify for this insurance. The part-time employee's annual base pay will be figured on the basis of 52 twenty-hour weeks, in arriving at the amount of coverage.

If temporary employees should ever become represented by the Union, such temporary employees must complete six months' continuous service to be included in the plan.

*b. Coverage for Retired Employees.*

- (1) Normal retirement at age 65. Life insurance will be continued on a reduced basis at Company expense after an employee retires under the Company retirement plan at age 65. The amount of coverage for the employee at that time will be 50 percent of the base amounts. Thereafter it will be adjusted on succeeding retirement anniversary dates as follows:

<u>Adjustment Date</u>	<u>% of Base Amount</u>
(a) Two (2) years after retirement	45
(b) Four (4) years after retirement	40
(c) Six (6) years after retirement	35
(d) Eight (8) years after retirement	30
(e) Ten (10) years after retirement	25



The minimum amount will never be below \$10,000 for full time employees retiring under this contract.

- (2) Retirement before age 65. If the employee retires after age 55 but before age 65 and has had fifteen or more years of service, the employee's coverage will continue on a reduced basis from the date of retirement as described above for normal retirements. By making monthly premium contributions, however, an early retiree can keep his/her insurance at the level of 75 percent of his/her base amount for up to five years or until age 65, whichever occurs first, at which time the bi-annual reductions will begin. Such monthly contributions would be in an amount arrived at by taking 60¢ per thousand dollars of insurance times 75 percent of his/her base amount less \$1,000.
- (3) Retirement after age 65. If the employee retires after age 65, the amount of life insurance coverage will be reduced immediately to the amount the employee would have if retirement had occurred at age 65. Employees who are retiring may replace any of the coverage that is reduced or discontinued by converting to an individual policy (not term insurance).

*c. Miscellaneous Plan Provisions.*

- (1) The employee may name as beneficiary any person or persons, his/her estate, or any organization.
- (2) The proceeds of the insurance will be made available promptly to the beneficiary in accordance with the terms of the group term life insurance contract.
- (3) The employee or his/her beneficiary may elect to have the proceeds of his/her life insurance paid either in a lump sum or in monthly installments over any period of one to twenty years.
- (4) If an active employee becomes permanently and totally disabled by sickness or accident prior to age 60 and is unable to engage in any occupation or employment for remuneration or profit, the base

amount shall be in force during the continuance of the disability. To keep this coverage in effect the employee must furnish the Company with proof, as required, of the continuance of the disability. At age 65 the insurance amount will be reduced to 50 percent.

If the employee ceases to be totally disabled or fails to furnish due proof of the continuance of such permanent total disability as required, the insurance shall automatically terminate thirty-one (31) days after the date of termination of such disability or proof of such disability unless the employee returns to active employment with the employer or is entitled to insurance in accordance with Paragraph b(1) or b(2) of this Section 10.6

- (5) If the employee leaves the Company, the employee's insurance under the plan will cease. However, the employee can transfer all or part of this insurance to an individual policy (not term insurance). This must be done within thirty-one (31) days of termination of employment. No medical examination will be required.
- (6) During a Company-approved leave of absence, including a military leave, the full amount of insurance will be continued in force for the employee at Company expense.

*d. Coverage for Dependents*

The Company will provide dependent life insurance. The following is illustrative of the more important provisions of said insurance. The specific terms and conditions under which benefits may be payable are set forth in the insurance contract. The insurance will be in the amount of \$10,000 coverage on the life of the legal spouse of, and \$1,000 coverage on the life of each dependent child of, each active employee, and each retired employee who retires at age 55 or later with at least 15 years of service, with coverage stopping when said active employee (beneficiary) or said retired employee (beneficiary) dies. Ex-spouses are not covered; spouse coverage applies only on the legal spouse of the employee or retiree. Dependent children must be

14 or more days old and not yet beyond the end of the year in which they reach age 19 (this can be extended to not yet beyond the end of the year in which they reach 23 if the employee or retiree is providing more than 50% toward their support). No other persons are considered for coverage.

**Section 10.7. Vacations.** The Company's vacation policy is based on the principle that vacations with pay are earned in the calendar year preceding the year in which vacations are taken.

*a. Length of Vacation.*

- (1) All employees who, on December 31 of any calendar year, have completed at least one (1) year of continuous employment (since their most recent hiring date) are entitled to a vacation with pay, to be taken in the following year as stated below.
- (2) New employees are entitled to their first vacation of two (2) weeks with pay after twelve (12) months of continuous employment. Former employees who have been reemployed are entitled to a vacation after one (1) year of continuous employment and are otherwise subject to the same practices applying to new employees hired on or after January 1, 1992.

The most recent date of reemployment will be used to determine when the vacation is due. However, the length (2, 3, 4, 5 or 6 weeks) of the employee's vacation will be determined by cumulative employment.

**(3) Days of Paid Vacation Allowed:**

**(a) Employees hired before January 1, 1992:**

<u>Years of cumulative employment as of December 31 of any year</u>	<u>Paid vacation entitlement for the following calendar year</u>
1 to 6 years	3 weeks
7 to 14 years	4 weeks
15 to 23 years	5 weeks
24 or more years	6 weeks

**(b) Employees hired on or after January 1, 1992:**

<u>Years of cumulative employment as of December 31 of any year</u>	<u>Paid vacation entitlement for the following calendar year</u>
1 to 4 years	2 weeks
5 to 14 years	3 weeks
15 to 24 years	4 weeks
25 to 29 years	5 weeks
30 or more years	6 weeks

- (4) In computing cumulative employment under Subparagraph a (3) of this Section 10.7, leaves of absence shall be included but periods of non-employment shall be excluded.
- (5) The terms "continuous employment" and "cumulative employment", as used in this Section 10.7, shall include periods of creditable employment with Pennsalt Chemicals Corporation, or Wyandotte Chemicals Corporation, or Port Huron Paper Company, as well as with The Detroit Edison Company.

b. If a Company-observed holiday falls on a day on which the employee would have worked, or would have been excused from work with pay if he/she had not been on vacation, an additional day of vacation with pay shall be allowed. If the department's work permits, the additional day may be scheduled continuous with the vacation period.

c. Vacations become due and shall be taken in the calendar year in which the employee completes the service required to qualify for vacations. Vacations and vacation pay shall not accumulate from one calendar year to another. However, if the work of the department permits, an employee may be allowed to take part or all of his/her vacation for one year in the year following, provided it is completed during the calendar week in which April 15 of that year falls. If the Company shall request an employee to forego his/her vacation, such employee shall be given vacation pay in lieu of vacation.

*d. Effect of Leave of Absence on Vacation.*

(1) The vacation for which an employee normally qualifies in any year will be reduced by 1/12 for each full month of absence (excluding personal disability absences) in the previous calendar year. A fraction of a day which is part of the total reduced vacation will be counted as follows: 1/2 day or less, as 1/2 day; over 1/2 day, as one (1) full day. It should be noted that vacations in two (2) consecutive calendar years following an absence may be reduced if that absence extended from one calendar year into the other.

(2) A vacation may be scheduled immediately before or after an extended absence. However, if the absence is expected to extend into the following calendar year, the vacation should be scheduled before the absence. If this cannot be arranged, an allowance in lieu of vacation may be paid at any time selected by the employee before the end of the year. An employee will be eligible for a vacation in the calendar year of his/her return to work from a leave of absence if he/she worked any of the preceding calendar year. The length of the employee's vacation will be reduced by any

absence in the previous calendar year as provided in the preceding paragraph.

e. In computing vacation pay, one (1) week's allowance shall be equal to forty (40) hours' straight time pay at the employee's current rate.

*f. Termination Vacation Pay.*

- (1) When employment is terminated for any reason (except as provided in the following paragraphs), an employee who has completed one or more years of continuous employment will be paid an allowance for vacation earned but not previously taken. This allowance will be computed as follows:

The full vacation pay to which the employee was entitled on December 31 of the previous calendar year (adjusted for absences as provided in Paragraph d of this Section 10.7).

plus

1/12 of full vacation pay for each full month elapsed since the anniversary date of employment in the current calendar year (applies only when an employee's employment is terminated following his anniversary date in the current calendar year).

less

Any vacation allowance paid in the current calendar year.

less

1/12 of the full vacation pay for each full month of continuous absence (excluding personal disability absences of less than twelve (12) full months) since the anniversary date in the year employment is terminated (applies only when an employee's employment is terminated following his/her anniversary date in the current calendar year).

- (a) For an employee with a break in employment, the anniversary date to be used in calculating termination pay will be the anniversary date of the most recent reemployment.

- (2) Employees who have not completed one (1) year of continuous employment on December 31 of the preceding calendar year but

who have completed at least one (1) year at the time employment is terminated will be paid a termination vacation allowance. The allowance will amount to 1/12 of the employee's full vacation pay for each full month of continuous employment since the employee's date of employment in the previous year, less any vacation allowance which has been paid, and less 1/12 of full vacation pay for each full month of non-disability absence since his/her date of employment.

*g. Early Layoff.*

A termination vacation allowance will be paid to an employee who is laid off from employment in the Company in a reduction of the work force before completing one (1) year of continuous employment, provided the employee has been employed for at least six (6) months. The allowance will be 1/12 of full vacation pay for each full month since the employee's date of employment, less any vacation allowance which has been paid, and less 1/12 of full vacation pay for each full month of non-disability absence since his date of employment.

*h. Vacation Schedules.*

- (1) An employee desirous of splitting his/her vacation shall have only one first choice by seniority or Company service (as determined by the involved bargaining unit) when the schedule is made up, and a second choice only after all other employees in the employee's group have had one first choice. Each choice of a scheduled vacation period shall be for a group of at least five (5) consecutive days or the number of days remaining in an employee's vacation bank if less than five (5) days.
- (2) At an appropriate time each year, the department will obtain from employees entitled to vacations, their preferences as to vacation periods, and shall as soon thereafter as possible, establish workable vacation schedules. In establishing such schedules, the Company will respect the wishes of employees as to the time of taking their vacation insofar as the needs of the service will permit, but subject to the provisions of Paragraph 7(c) of this

Section 10.7. Present methods as established in various departments shall determine the order of choice of vacations. An employee who is ill when the vacation schedule is being made up and is unable or unwilling to indicate a choice at that time will forfeit his/her order of choice.

- (3) *Sickness or Non-occupational Injury or Death of a Near Relative During Vacation.* Should an employee be off sick or off because of a non-occupational injury or should there be a death of a near relative as defined in Paragraph 4a (4) of this Section 10.4 during the employee's scheduled vacation time, the employee may be permitted to change his/her vacation (or that part remaining) to a subsequent date which will not conflict with another employee's vacation. Consideration of such requests is contingent upon prompt notice and reasonable proof of illness or non-occupational injury or death of a near relative to the employee's immediate supervisor. Time due to the death of a near relative will not exceed 3 days except under unusual circumstances.

i. *Deferred Vacation.*

The terms of General Order 136 as amended from time to time, concerning deferred vacation, apply to employees represented by the Union.

Section 10.8. *Layoff Allowance.* a. If a reduction of force is made, an employee who is laid-off from employment in the Company will receive an allowance to ease a possible hardship caused by the layoff. The total amount of the layoff allowance will be determined by multiplying (1) the total number of weeks allowable under the terms of Paragraph b of this Section 10.8 for accumulated service with the Company at the time of the layoff minus the total number of weeks or fractions thereof already paid because of previous layoffs, if any, by (2) the employee's straight-time weekly (40 hours) pay at the time of layoff. The phrase "accumulated service with the Company", as used in this section, shall include periods of creditable employment with Pennsalt Chemicals Corporation, or Wyandotte Chemicals Corporation, or Port Huron Paper Company, as well as with The Detroit Edison Company.



b. An employee who is laid-off in a reduction of force shall receive a layoff allowance in accordance with the following table:

<u>Accumulated Service</u>	<u>Layoff Allowance</u>
6 months .....	2 weeks
1 year .....	4 weeks
2 years .....	6 weeks
3 years .....	8 weeks
4 years .....	9 weeks
5 years .....	10 weeks

Two (2) weeks for each additional full year over five (5), up to and including fifteen (15) years' service; three (3) weeks for each additional full year over fifteen (15) years, up to and including twenty (20) years' service; and four (4) weeks for each additional full year over twenty (20) years' service. For each full month of service since the last anniversary of the employee's adjusted employment date, an employee will receive one-twelfth (1/12) of the additional layoff allowance to which the employee would have been entitled at the completion of that year.

c. The layoff allowance shall be in addition to accrued vacation credits.

d. When an employee is laid-off or displaced from his/her classification, pursuant to Section 7.11, the Company will not insist that he/she accept work in a classification which is more than two (2) grades lower in order to avoid being laid-off from employment in the Company.

e. If an employee accepts lower-rated work to avoid being laid-off from employment in the Company and is nevertheless subsequently laid-off from employment in the Company, the exact number of weeks allowable and the employee's weekly straight time (40 hours) pay for each such week will be determined as follows:

- (1) For accumulated service up to the time of the employee's first reduction in pay, the number of weeks allowable under Paragraph b of this Section 10.8, minus the total number of weeks and fractions thereof paid because of previous layoffs, if any, at the employee's straight time weekly (40 hours) pay in effect at the time of the employee's first reduction:

plus

- (2) The balance of the number of weeks allowable for the employee's total accumulated service under Paragraph b of this Section 10.8, after deducting the number of weeks and fractions thereof paid because of (a) previous layoffs, if any, and (b) under paragraph (1) above, at his/her weekly straight time (40 hours) pay in effect at the time of such layoff.

**Section 10.9. Pay During Extended Disability.** a. An employee with more than six (6) months' cumulative employment who is absent from work because of disabilities resulting from personal sickness or non-occupational injury and who furnishes the Company with a medical certificate signed by the attending doctor and with such other satisfactory evidence of disability as may be required will, after exhausting his/her pay for absence provided in Section 10.4, be allowed additional pay up to the number of weeks (at 40 straight time hours per week) set forth in Paragraph b of this Section 10.9:

- (1) For each disabling non-occupational injury beginning with the first 1/2 day of each such injury.
- (2) For each disabling personal sickness after the first five (5) days of each such period of sickness; provided, however, that if an employee's pay during absence, including the employee's bank of days under Section 10.4, is less than five (5) days at the time his period of extended sickness begins, the waiting period shall be reduced by the number of days remaining in the bank at that time.

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b. The number of weeks allowable under Paragraph a of this Section 10.9 will be determined according to the following table:

<u>Years of Service</u>	<u>Maximum Number of Weeks Allowable</u>
1/2 - 4 .....	3 weeks
5 - 9 .....	6 weeks
10 - 14 .....	9 weeks
15 - 19 .....	14 weeks
20 - 24 .....	19 weeks
25 - 29 .....	24 weeks
30 - 34 .....	32 weeks
35 and over .....	40 weeks

The term "years of service", as used in this section, shall include periods of creditable employment with the Pennsalt Chemicals Corporation, or Wyandotte Chemicals Corporation, or Port Huron Paper Company, as well as with The Detroit Edison Company.

c. Effective June 7, 1999, the waiting period to fully re-establish an employee's extended disability bank shall be the number of calendar days the employee was off on extended disability just prior to returning to work, except that if such an employee becomes disabled for an entirely new illness or injury, the extended disability bank will be restored in full after the employee returns to work for forty straight-time hours.

d. If a holiday occurs during a period for which pay during extended disability is allowed, such holiday shall be paid as a holiday and shall not be deducted from the number of days allowable under this Section 10.9.

**Section 10.10. Health Care Coverage.** The Company will make available to employees and their eligible dependents coverage for medical and hospital, prescription drug, dental, vision care, and hearing care expenses incurred by such employees and their dependents. Such coverage will be provided through the Company Plan which is a Point-

of-Service health care plan (POS). The Health Care Section of the Handbook for Employees is the Summary Plan Description for Health Care. The Official Plan Document for the POS is on file in Benefit Plan Administration. The Company may also elect to provide such coverage through Health Maintenance Organizations (HMOs) and/or Dental Maintenance Organizations (DMOs).

*a. Eligibility*

- (1) *Employee* - All employees covered by this Agreement who have been with the Company 90 continuous days since their most recent hire date are eligible.
- (2) *Dependents* - An eligible employee's spouse, natural children, adopted children, and step-children are normally eligible. However, children must be unmarried and under the age of 19. Step-children must live in the employee's home. Children between the ages of 19 and 25 may continue their coverage if they are dependent on the employee for more than half of their support and meet other dependency requirements.
- (3) *Sponsored Dependents* - Eligible employees may, by paying 100% of the required premium, include certain dependent parents, married children, and unmarried children beyond age 25.
- (4) *Retiring Employees* -
  - (a) Employees retiring from the Company at age 55 or older with 15 or more years of service after age 40 may, if they desire, continue or enroll in the Company's basic health care plan, presently the POS, with the same medical and hospital, prescription drug and dental benefits (but not vision and hearing care benefits) as provided active employees. The Company may also elect to provide coverage for medical and hospital care, and for prescription drugs, by offering coverage through selected HMOs that accept retirees. Cost sharing, in accordance with this Section 10.10 may apply. (Current retirees and employees retiring on or before June 3, 2002,

will be forever exempted from any 8% health care cost sharing.)

- (b) If such a retired employee predeceases his or her spouse, the surviving spouse of the retiree shall have the same rights of a surviving spouse of an active employee as indicated in the next paragraph (5).

- (5) *Surviving Spouse* - All surviving spouses of any active employees and employees who retired after June 7, 1999 with Company provided health care and their eligible dependents may, if they desire, continue in the POS or their HMO for a two year period starting on the date of the employee's death, with the Company paying 100% of the required premium. At the end of the two year period, surviving spouses and their eligible dependents may continue in the Company's basic health care plan, presently the POS, by paying 10% of the required premium if the active employee was at least age 45 and had at least 15 years of service or the retiree (retired after June 7, 1999) had the Company's basic health care plan at the time of his/her death. Such coverage may be continued until such surviving spouse reaches normal Medicare age, at which time such coverage may be continued by paying 66% of the required premium. Such coverage will cease if the surviving spouse remarries. Further, if such a surviving spouse is eligible or becomes eligible for health care coverage from his/her employer, he/she must enroll for such coverage and the Company health care plan will become the secondary insurance carrier. Cost sharing, in accordance with this Section 10.10, will apply. If and when eligibility to continue in the POS ceases, the surviving spouse may convert to an individual policy written by the same insurance company.

- (6) *Totally Disabled Employees* - See Attachment B

**b. Coverage and Enrollment**

- (1) *Point-of-Service* - Coverage provided by the POS for medical and hospital, prescription drug, dental, vision care, and hearing care

is described in the Plan Document currently on file in Group Insurance. Any change that is construed by either party as materially affecting the coverages provided under the POS will be discussed before implementation.

- (2) *Health Maintenance Organization* - Coverage provided by individual HMOs for medical and hospital, prescription drug, vision care, and hearing care will be determined by each HMO selected by the Company. HMO coverage will be described in the enrollment booklet given to employees during the annual time period in which employees choose their health care coverage for the following plan year (the annual open enrollment period).
- (3) *Dental Maintenance Organization* - Coverage provided by individual DMOs for dental care will be determined by each DMO selected by the Company. DMO coverage will be described in the enrollment booklet given to employees during the annual open enrollment period.
- (4) *Enrollment* - An employee's choice of health care coverage (POS, HMO and DMO) will be for the entire plan year. Exceptions to the annual enrollment are described in the Summary Plan Description for Health Care.

*c. Employee Costs*

- (1) *Deductibles, Co-pays, Payment Limitations and Penalties* - These are described in the Health Care Section of the Handbook for Employees for the POS and the enrollment booklets for the HMOs and DMOs.
- (2) *Point-of-Service Premium Cost Sharing* - The POS premium cost sharing formula is:

Average Annual POS Cost Per Employee less Company's Contribution (1991 PHCP Base Cost + 8% Per Year) equals Average Employee Contribution.

- (a) Average Annual POS Cost Per Employee Per Year. This average POS cost will be determined by taking the total health care cost of all active employees in the POS Plan and dividing it by the average number of active employees covered under that plan during that year. This total health care cost includes all claims paid (medical, dental, vision, hearing, prescription drugs and related claims administration costs, but excluding reserve adjustments) for active employees in the POS during that year.
- (b) Company's Contribution (1991 PHCP Base Cost + 8% Per Year.)
- (1) 1991 PHCP Base Cost. This base cost has been established by taking the total health care cost paid (medical, dental, vision, hearing, prescription drugs, and related claims administration costs, but excluding reserve adjustments) by the Company in 1991 for active employees enrolled in the PHCP and dividing that total health care cost by the average number of active employees in the PHCP during 1991. The 1991 PHCP Base Cost has been established as \$4,629.
- (2) 8% Per Year. The Company's contribution to the POS will be the 1991 PHCP Base Cost (\$4,629) plus 8% per year compounded for each additional year beyond 1991. The following illustrates how the Company's maximum POS contribution is calculated:

<u>Year</u>	<u>Previous Year's Maximum Contribution</u>		<u>8% Company Improvement Factor</u>		<u>POS Maximum Contribution</u>
1992	\$4,629	x	1.08	=	\$4,999
1993	4,999	x	1.08	=	5,399
1994	5,399	x	1.08	=	5,831
1995	5,831	x	1.08	=	6,297
1996	6,297	x	1.08	=	6,801
1997	6,801	x	1.08	=	7,345
1998	7,345	x	1.08	=	7,933
1999	7,933	x	1.08	=	8,568
2000	8,568	x	1.08	=	9,253
2001	9,253	x	1.08	=	9,993
2002	9,993	x	1.08	=	10,792
2003	10,792	x	1.08	=	11,655
2004	11,655	x	1.08	=	12,587

- (c) Average Employee Contribution. Employees who enroll in the POS will have to pay premium cost sharing in the following year if the average POS cost per employee per year is greater than the Company's maximum contribution for that year. The actual amount of premium cost sharing, if any, will be determined in March of the following year. Estimated premium cost sharing will be provided to employees during the annual enrollment period.

The employee's contribution will be collected through bi-weekly payroll deductions beginning in March of the following year and will continue for 26 pay periods. As a result of the Flexible Spending Plan provisions, these payroll deductions will be made on a pre-tax basis. For example, if the 2000 average POS cost per employee is \$9,357, the 2000 cost sharing (which the employees would begin paying in March of 2001) will be calculated:



2000 Average POS Cost Per Employee	\$9,357
2000 Maximum Company Contribution	- \$9,253
2000 Annual Employee Cost Sharing	\$ 104
Bi-Weekly Payroll Deduction (March of 2001 to March of 2002)	\$ 4.00

There will be no 8% cost sharing if the average cost per employee for any year is less than or equal to the Company's maximum contribution for that year.

- (3) Health Maintenance Organization Premium Cost Sharing -  
The HMO premium cost sharing formula is:

Annual HMO Premium Established by Provider less Company's Contribution (1991 HMO Base Cost + 8% Per Year) equals Average Employee Contribution.

- (a) Annual HMO Premium Established by Provider: On an annual basis, each HMO provider will establish the annual premium it will charge the Company for employees who enroll in its plan during the forthcoming plan year.
- (b) Company's Contribution (1991 HMO Base Cost + 8% Per Year):
- (1) 1991 HMO Base Cost: This has been established by taking the total health care costs paid by the Company in 1991 for active employees enrolled in HMOs (medical, dental, vision, hearing, prescription drugs, and related claims administration costs, but excluding reserve adjustments) and dividing that total health care cost by the average number of active employees in HMOs during 1991. This 1991 HMO Base Cost is \$4,164.

- (2) 8% Per Year: The Company's maximum contribution towards an HMO premium will be the 1991 HMO Base Cost (\$4,164) plus 8% per year compounded for each additional year beyond 1991. The following illustrates how the Company's maximum HMO contribution is calculated:

<u>Year</u>	<u>Previous Year's Maximum Contribution</u>		<u>8% Company Improvement Factor</u>		<u>POS Maximum Contribution</u>
1992	\$4,164	x	1.08	=	\$4,497
1993	4,497	x	1.08	=	4,857
1994	4,857	x	1.08	=	5,246
1995	5,246	x	1.08	=	5,666
1996	5,666	x	1.08	=	6,119
1997	6,119	x	1.08	=	6,609
1998	6,609	x	1.08	=	7,138
1999	7,138	x	1.08	=	7,709
2000	7,709	x	1.08	=	8,326
2001	8,326	x	1.08	=	8,992
2002	8,992	x	1.08	=	9,711
2003	9,711	x	1.08	=	10,488
2004	10,488	x	1.08	=	11,327

- (c) Average Employee Contribution: If an annual HMO premium is greater than the Company's maximum contribution, the excess amount will become the employee's contribution. This excess amount, if any, will be individually calculated for each HMO. If an HMO requires an employee contribution, it will be collected from affected HMO enrollees through bi-weekly payroll deductions starting in January of the enrollment year and will continue for 26 pay periods. For example, if the HAP HMO establishes its 2001 annual premium to be \$9,044, premium cost sharing for participants in that plan would be determined as follows:

2001 Annual HAP HMO Prem.	\$9,044
2001 Maximum Company Contribution	<u>- \$8,992</u>
2001 Annual Employee Cost Sharing	\$52
2001 Bi-weekly Payroll Deduction (January of 2001 to January of 2002)	\$2.00

There will be no premium cost sharing if the average cost per employee for any year is less than or equal to the Company's maximum contribution. The amount of premium cost sharing, if any, will be provided to employees during the annual enrollment period.

- (4) *Classes of Coverage* - The following three classes will be used to determine premium groupings for the POS, HMOs, and DMOs:

- Employee
- Employee plus one person
- Employee plus two or more persons

The average employee contribution for the POS or an HMO will be allocated on the basis of the above three classes of coverage.

- (5) *Cost Sharing of Premium By Other Than Active Employees:*

- (a) Unless otherwise agreed to by the Company, employees on leaves of absence, other than illness leaves of absence, will pay 100% of the actual annual cost for the POS or HMO.
- (b) Employees will pay 100% of the actual annual cost for sponsored dependents.
- (c) All Surviving Spouses of active employees and employees who retired after June 7, 1999 with Company provided

health care will have 100% of their POS premium paid by the Company for the first two years. If eligible surviving spouses wish to continue in the POS after two years they may do so by paying 10% of the required premium until normal Medicare age and 66% of the required premium after reaching Medicare age. The Company may also elect to provide coverage through HMOs.

- (d) Employees will pay 10% of all required premiums for dependents.

d. *Benefit Administrators* - It is understood that the Company may, during the term of the Agreement, change benefit administrators for any portion of the POS with benefits equivalent to those now provided or agreed upon to be provided in the future.

e. *National Health Insurance* - Benefits payable under this plan will be reduced by duplicate benefits provided by any type of national health insurance. The Company will, for the duration of this Agreement, pay any premiums, taxes, or contributions, employees may be required to pay under the law creating such insurance that are specifically earmarked or designated for the purpose of financing the program of benefits provided by such law, in addition to any premiums, taxes, or contributions required of the Company. Such payment by the Company on behalf of the employees as aforesaid shall not exceed an amount which, when added to the premiums, taxes, or contributions required of the Company under said law and the premium for the Company's continuing health care plan, would be in excess of the aggregate cost to the Company of its health care plan if such law were not in effect.

f. *Alternative Provider Organizations* - It is also understood that the Company may, during the term of the Agreement, offer employees an opportunity to participate in one or more alternative provider organizations. For those employees who elect to participate in such alternative provider organizations, the benefit provisions will be determined by that organization and will be in lieu of corresponding benefits provided under this Agreement. Employees who elect an alternative provider organization may be required to pay the difference

in cost if any between the Company's contribution towards the benefits under the POS and the cost of the benefits as provided by the alternative provider organization. If any alternative provider organization is offered, the Company will give employees an opportunity to change their election each year.

Section 10.11. *Health Care Coverage - Major Medical.* This Section 11 was deleted in the 1989 Agreement because the Major Medical language therein was incorporated into Section 10.10.

Section 10.12. *Orthodontics.* This Section 12 was deleted in the 1989 Agreement because the orthodontics language therein was incorporated into Section 10.10.

Section 10.13. *Incapacitated Employees.* a. *Placement of Incapacitated Employees.* It is recognized that some employees may become unable to do their regular work because of ill health or because of an incapacity arising out of and in the course of employment with the Company. In any such case, the Company shall attempt to place an employee at other work the employee can satisfactorily perform in the Company in a job classification having a pay rate as close as possible to that of his/her regular job. Such a job search will be conducted for a period of twenty (20) working days prior to terminating an employee due to incapacitation. If another job is not found within these twenty (20) working days, the matter will be reviewed with the Manager of Employee and Labor Relations or the Director of Labor Relations before termination. The placement of such an employee will be discussed in advance with a committee appointed by the Union, and the seniority and bidding provisions of this Agreement shall be waived in order to carry out the purposes of this Section 10.13. The seniority of such an employee shall continue to accumulate in his/her regular job, unless otherwise agreed.

b. *Pay Rate of an Incapacitated Employee.* If an incapacitated employee who has service with the Company according to the table set forth below is placed in a lower-rated job because of ill health or an incapacity arising out of and in the course of his/her employment, the

employee shall be paid a rate determined as follows, or the rate of the job in which the employee is placed, whichever is higher:

<u>Years of Service</u>	<u>Pay Rate</u>
Less than 15 years.....	Pay rate of job in which the employee is placed
15 years but less than 20 .....	80% of the pay rate of the employee's former classification
20 years but less than 25 .....	85% of the pay rate of the employee's former classification
25 years or over .....	90% of the pay rate of the employee's former classification

If implementation of the above table results in a downward pay adjustment of more than \$1.00 an hour, the employee's pay will be reduced 30¢ an hour upon placement, and an additional 30¢ an hour every 3 months until the appropriate pay rate in the above table is reached. Such an employee will be expected to perform any of the duties of his/her former classification which the employee is capable of performing.

c. Such an employee will be provided the opportunity set forth above only with full approval of the Management in respect to the employee's ability to perform any of the jobs in question. The question of whether the Management's decision in any case was arbitrary will be subject to the grievance procedure, including arbitration.

d. An employee who has been placed in a lower classification in accordance with the provisions of this Section 10.13 might prefer, because of personal reasons, to terminate his/her employment with the Company. If so, the Company will consider making a separation allowance or supplemental retirement allowance of equivalent cost, based on the merits of each individual case.

Section 10.14. *Accidental Death and Dismemberment Insurance.* a. The Company shall provide to each member group accidental death and dismemberment insurance with a principal sum of two times annual base pay with a minimum of \$75,000 and a maximum of \$150,000. Each employee shall be issued a certificate showing the schedule of payments under the plan. Unless otherwise specifically designated by an employee, the beneficiary shall be the same as designated under the life insurance plan.

b. In addition to the foregoing, the Company shall provide to each member a second principal sum of two times annual base pay with a minimum of \$50,000 and a maximum of \$150,000 for accidental death or dismemberment caused by a felonious assault while the employee is on Company business.

Section 10.15. *Long-term Disability Insurance.* This is a plan to pay disability benefits to employees who become totally disabled after the effective date of this plan through sickness or accident, and the disability extends beyond the period covered by the Company sick-pay plan, but for at least five months. The Long Term Disability Section of the Handbook for Employees is the Summary Plan Description for the Long Term Disability Plan. The Official Plan Document for Long Term Disability is on file in Benefits Plan Administration. The amount of the benefit is 50% of base pay (excluding work area premium, overtime, etc.). The maximum duration of this benefit for most ailments, after

payments under the Company sick-pay plan ceases, is until disability ceases or normally the attainment of age 65, whichever comes first. However, if an eligible employee becomes totally disabled on or after age 62, duration of benefits will be in accordance with the table below:

<u>Attained Age at Disablement</u>	<u>Duration of Benefits in Years if Disability Continues</u>
62	3 1/2
63	3
64	2 1/2
65	2
66	1 3/4
67	1 1/2
68	1 1/4
69-74	1
75 and over	1/2

For nervous and mental conditions, however, the maximum duration is two-years, unless hospital confined.

There are offsets (or subtractions) from these benefits for the following "other income" sources:

1. Sick pay under the present Company plan,
2. Worker's Compensation benefits,
3. Benefits available under the Federal Social Security Act (Primary Benefit only),
4. Pension Plan Benefits. However, if disability benefits begin prior to age 62, Pension Plan Benefits, at the employee's option, may be deferred until age 65,
5. Other employer-sponsored or government plan providing disability benefits.

Regardless of these offsets, the minimum benefit under this plan would be the lesser of \$100 per month or 10% of base pay.



"Totally Disabled" means, during the first 24 months of benefits under this plan, complete inability to perform the normal duties of the employee's regular job or any other Edison job for which the employee might be considered. After said 24 months, it means complete inability to perform the duties associated with any job, for which the employee is or becomes reasonably qualified by training, education or experience.

**Section 10.16. *Employee Savings and Investment Plan.*** Upon completion of six (6) months of Company Service, employees are eligible to participate in the Detroit Edison Savings and Investment Plan. Under the Savings Plan, employees may contribute from 1% to 15% of their base pay. The Company will match \$0.50 for each \$1.00 contributed by the employee up to the first 8% of the employee's contribution. Employee contributions in excess of 8% will not be matched by the Company.

Details of the Savings Plan, including the various investment options and possible tax deferred contributions, are described in the Summary Plan Description for the Employee Savings and Investment Plan which is found in the Employee's Handbook. The Official Plan Document is on file in the Corporate Benefit Plan Administration Office.

**Section 10.17. *Flexible Spending Account.*** The Company will make a Flexible Spending Account (FSA) available to all employees with six months or more of service. Through payroll deduction, employees may contribute pre-tax dollars to their FSA which then can be used to pay for medical expenses not covered by insurance and certain child and dependent care expenses. The Summary Plan Description for FSA is found in the Employee Handbook and the Official Plan Document for the FSA is on file in Group Insurance.

## **Article 11**

### **SHIFT PREMIUMS**

**Section 11.1. *Shift Premiums.*** a. In addition to the straight time classification rate, a shift premium of \$1.00 per hour shall be paid as a separate item for each hour worked by an employee on a regularly scheduled shift which begins between 12:00 noon and 8:59 p.m.

(evening shift), and a shift premium of \$2.00 per hour shall be paid as a separate item for each hour worked by an employee on a regularly scheduled shift which begins between 9:00 p.m. and 5:59 a.m. (night shift).

b. An employee who is assigned to a day shift or to a non-shift schedule who works outside of one of his/her regularly scheduled eight (8) hour work periods on a workday, or who works on an off-day, will be paid one and one-half (1-1/2) or two (2) times his/her regular straight time day shift or non-shift rate, except that if such an employee works overtime to replace an employee who is absent from an evening or night shift, the appropriate shift premium will be paid.

c. An employee who is assigned to an evening shift or to a night shift who works outside of one of his/her regularly scheduled eight (8) hour work periods on a workday, or who works on an off-day, will be paid one and one-half (1-1/2) or two (2) times the sum of his/her regular straight time day shift rate plus the shift premium (if any) which applied to his/her last regularly scheduled eight (8) hour work period, except that if an employee who is assigned to an evening shift works overtime to replace an employee who is absent from a night shift, the higher shift premium will be paid.

d. No shift, Sunday, or other premium or pay differential will be paid upon hours allowed for paid absences, vacations, or on-call periods.

## Article 12 CLASSIFICATIONS AND WAGES

Section 12.1. *Wage Rates.* a. The job classifications of the employees covered by this Agreement and the base wage rates to be paid for such classifications are set forth in Schedule 1, and are part of this Agreement.

b. Where automatic progression between classifications or within the pay rate range of a classification is provided by this Agreement, it is understood that an employee must qualify for the advancement in order to receive it, and must normally wait six (6) months at the maximum

rate of the lower classification before being promoted to the higher classification. Should a question arise as to qualifications of an employee on such a progression, the Management will take the matter up with the Union and disagreement between the parties shall be subject to the grievance procedure, including arbitration, but arbitration shall be limited to the question of whether the Company's decision was arbitrary or discriminatory. Should an employee be stopped in a progression, the employee's status will be reviewed semiannually.

c. Rate progressions starting at Grade 5 are based on the assumption that the employee has previously attained the Grade 4 rate in other employment in the Company. The starting rate of an employee who has not had such experience will be one or two grades lower.

Section 12.2. *Company-Union Objectives.* a. The Company and the Union mutually recognize that an increased standard of living of employees comes from the cooperation of all parties in promoting technological progress and better work methods and procedures, and in preventing waste and inefficiency. The Company and the Union agree that it is the objective of the Company to provide good service to its customers at the lowest cost consistent with its obligation to provide fair wages and good working conditions to all of its employees and its duty to provide a fair return to its investors. To achieve that objective requires the united efforts of the Management, the employees, and the Union.

b. The Company and the Union subscribe to the objectives of Title VII of the Federal Civil Rights Act of 1964 as amended, Executive Order 11246, the Vietnam-Era Veterans' Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, the Michigan Civil Rights Act of 1977, and the Michigan Handicappers' Civil Rights Act of 1976, the American Disabilities Act of 1992 and the Family Medical Leave Act of 1993.

c. Recognizing that a mentally and physically healthy employee is an asset, the Company and Union agree to a joint Employee Assistance Program (EAP). The joint EAP will provide services for the treatment

of alcohol, other drugs, or personal problems which may affect job performance or the personal well being of employees and their dependents.

### **Article 13 MILITARY SERVICE**

Section 13.1. *Military Leaves.* a. Military leaves will be given to employees, other than temporary employees, who enter military service. Military leaves will be continued only as long as employees are eligible for re-employment rights under the Selective Service Act of 1948, as amended.

b. A returning veteran who is not qualified for the position and pay rate to which he/she would have been entitled had he/she remained in the active employ of the Company will be given reasonable assistance to qualify. The veteran will be given such position and pay as soon as he/she is qualified. In the interim, he/she will be given at least his/her former position and the present corresponding rate of pay.

Section 13.2. *Benefits Accompanying Military Leaves.* a. *Pay Grants.* Pay grants will be given to employees other than temporary employees who, because of age or reserve status, are subject to call and who present satisfactory evidence that they have entered military service. The amount of the pay grant will vary as follows:

<u>Months of Continuous Service</u>	<u>Amount of Pay Grant*</u>
Less than 6 months .....	0
6 months .....	10 days' pay**
7 months .....	11 days' pay
8 months .....	12 days' pay
9 months .....	14 days' pay
10 months .....	16 days' pay
11 months .....	18 days' pay
12 months or more .....	20 days' pay

\* **Exception:** The amount of pay grant for employees who enlist in a Reserve Program for six (6) months' active duty will be one-quarter (1/4) of this schedule.

\*\* Eight (8) straight time hours per day at the employee's current rate.

b. **Retirement Plan.** A military leave will not be considered a break in service for purposes of the plan. Service credit for periods of military leave will be given in accordance with terms of the Retirement Plan.

c. **Health Care Coverage.** Employees who enter military service will not be covered under the Company's health care coverage. However, eligible dependents of employees absent on military leave will continue their health care coverage as detailed in Section 10.10 at Company expense for the duration of their leave. Employees must make application for reinstatement within thirty-one (31) days of their return to the Company in order to keep the coverage in force.

## **Article 14**

### **MISCELLANEOUS**

Section 14.1. **Conflicts.** If any provision of this Agreement conflicts with any Presidential or other governmental proclamation, directive, regulation, or any federal or state law, order, or regulation now or hereafter issued, such provision hereof shall not remain binding; but the remaining portions of this Agreement will remain in full force. Any such provision shall then be opened for renegotiation between the parties hereto for the purpose of reconciling the conflict.

Section 14.2. **Duration of Agreement.** All provisions of this Agreement shall be effective June 7, 1999 except as otherwise provided for herein. This Agreement shall remain in full force and effect to and including 11:59 p.m. June 7, 2004 and shall continue in full force and effect from year to year thereafter, unless at least sixty (60) days before any June termination date either party notifies the other in writing of its desire to terminate, amend, or supplement the Agreement.

Section 14.3. *Posting Agreement.* As soon as feasible after this Agreement is signed by the Company and the Union, (but not to exceed twenty (20) days after said signing, unless mutually agreed otherwise) copies of this Agreement will be posted by the Company on all Company bulletin boards in each bargaining unit.

Section 14.4. *Authority of Union Representatives.* The undersigned representatives of the Union hereby certify that the execution of this Agreement, as to each bargaining unit described herein, has been duly authorized in accordance with the charter and governing rules of Local 223 and of the National Union, Utility Workers Union of America, and, as signed, is fully binding upon the Local and National Unions and the membership of the Local Union.

IN WITNESS WHEREOF, the parties hereto have, by their representatives duly authorized in the premises, executed this Agreement on June 1, 1999.

**Local 223, Utility Workers Union of America, AFL-CIO.**

By:

D. Michael Langford  
*President*

Lawrence L. Lehman  
*Vice President*

Dennis Dopke  
*Recording Secretary*

Rich Mata  
*Recording Secretary*

Gerald Robertson  
*Treasurer*

Lester Click

Jack Jaskowski

Mark Dombrowski

Stanley J. Kulik

James Harrison

Lyon Newsom, Jr.

John Holmes

Rick Whitcotton

Joe Hudak

Gary Zalewski

**APPROVED:**

Utility Workers Union of America, AFL-CIO

By:

Donald Wightman  
*National President*

## **The Detroit Edison Company**

By:

Sandra J. Miller

Vice President,  
Human Resources

William R. Roller

Vice President,  
Power Generation

Melinda A. Jones

Manager,  
Employee and Labor Relations

Alan Yonkman

Manager,  
Service Center Operations

David L. Curtis

Labor Relations Consultant

Ron A. May

Vice President,  
Energy and Delivery Service

Paul Feesler

Assist. Vice President,  
Nuclear Operations

Lonnie Gillum

Manager,  
Fossil Generation and Services

Richard G. Martin

Director,  
Labor Relations

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## ADDENDUM

1. *Job Security.* Changes in organization, methods, materials, and job classifications have been necessary to assure the continued success of the Company, and security and opportunity for its employees. These changes have been planned in a manner which has permitted the transfer of the employees affected to other work, reasonably comparable in nature, classification, and pay, without unnecessary hardship to any such employee and consistent with the Company's obligation to its customers and investors. The Management of the Company intends, general business conditions permitting, to use the same careful planning and consideration for the affected employees in introducing any further changes it may find necessary. This statement of policy does not change or alter any of the terms of this Agreement between the Company and the Union.

2. *Long Range Workforce Planning.* The Company and the Union recognize that due to the rapidly changing business environment of an emergent competitive utility industry, there is a necessity to jointly develop workforce strategies for becoming best in that business environment. To this end, the Company and the Union will at the respective bargaining unit level and agreed upon classification(s), in concert with Local Union approval, develop and implement long range workforce planning strategies which shall include, but not be limited to, the following:

- a. Enhancement of skills and training to achieve employment security and business success.
- b. Co-creating New Venture initiatives throughout DTE, both inside and outside our service territory.
- c. Sharing of resources among Bargaining and Business Units.
- d. Ensure that Local 223 is the workforce of choice over contractors.
- e. Incorporate the Partnership Principles which encompass DTE, Core Values.

- f. Review of the workforce planning initiatives across Bargaining and Business Units.
- g. Develop entrance strategies, including community involvement.
- h. Develop exit strategies to meet business needs while sustaining core workforce skills.

## ATTACHMENT A

### MEMORANDUM OF UNDERSTANDING 12-HOUR SHIFTS

This Memorandum of Understanding is entered into on June 7, 1999, between Local 223 of the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the "Union", and the Detroit Edison Company, hereinafter referred to as the "Company"

#### WITNESSETH:

WHEREAS, the Company and the Union are parties to a Collective Bargaining Agreement dated June 7, 1999, hereinafter referred to as the "Agreement"; and

WHEREAS, the Company and the Union desire to continue the 12-hour shift schedule at Monroe and St. Clair Power Plants for the Fuel Supply Operators A, B and C classifications and at Belle River, Monroe, River Rouge, St. Clair, Trenton Channel and Thermal Energy Power Plants for the Power Plant Operator and Senior Power Plant Operator classifications; and

WHEREAS, the Company and the Union recognize that certain provisions of the Agreement must be changed to implement said 12-hour shift schedule,

NOW, THEREFORE, NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE COMPANY AND THE UNION AGREE THAT:

1. The following provisions of the Agreement will be modified or superseded as follows:

**Section 1.3. Application of Provisions, will read:**

"Unless the context otherwise clearly indicates, all provisions of this Agreement shall apply to all employees covered by this Agreement who are on a 12-hour shift schedule."

**Section 8.2, Full-Time Employment, will read:**

"The Company agrees that any employee, other than a part-time or seasonal employee, who is scheduled to work on the first day of his/her work week, will be guaranteed a minimum of thirty-six (36) hours of straight time pay for the three (3) day work week and forty (40) hours of straight time pay for the four (4) day work week, provided the employee reports for work and is in condition to work. This does not preclude suspensions or discharges for just cause, or layoffs as provided in Section 8.34 hereof. It is understood that in case of a shortage of work in his/her own group the employee will do any work assigned which the employee is capable of performing."

**Section 8.18.18a, Meals, Subsection 18a and subparagraph (1), (2) and (3) to Subsection 18a, will read:**

"a. An employee will be entitled to a meal or meal money allowance to be furnished by the Company, subject to the following conditions:

- (1) If an employee is called to report for work at once (Reference Section 8.16), a meal will become due three (3) hours after the time of the call if the employee is still at work;

otherwise

- (2) A meal will become due when fourteen (14) consecutive hours have been worked.
- (3) After a meal is due under (1) or (2) above, additional meals will become due every five (5) hours thereafter, provided the employee is still at work."

**Section 9.1, Standard Workday Period and Work Week, will read:**

"The standard workday period shall normally consist of twelve (12) consecutive working hours, and the standard work week shall be determined by the twelve (12) hour shift schedule in effect. The standard pay week will consist of seven (7) consecutive days from Monday through Sunday. However, Management reserves the right to change work schedules in accordance with Section 9.3."

**Section 9.2, Duration of Workdays and Off-Days, will read:**

"Unless otherwise agreed, all workdays, holidays, and off-days begin at 7:00 a.m. on one calendar day and extend twenty-four (24) hours into the next calendar day."

**Section 9.4, Shift Schedules, will read:**

"Where the twelve (12) hour shift schedule is in force, the Company shall make every reasonable effort to equalize Saturday and Sunday work. The shift shall be known as the night shift (starting around 7:00 p.m.) and the day shift (starting around 7:00 a.m.). For shift employees, not more than one (1) regular work period shall be scheduled in any twenty-four (24) hour period."

**Section 9.9, Premium Rates, Subsections 9a, 9b, 9d, and 9e, will read:**

- "a. Hours worked outside of regular shift hours on any holiday observed as defined in Section 9.13 of this Memorandum, double time. Hours worked during regular shift hours on a holiday will be paid at time and one-half and, in addition, a holiday allowance of eight (8) hours at the employee's regular rate will be paid under the conditions provided in Section 9.13, for the regular hours of work. If the holiday falls on an employee's scheduled off-day, the employee will be paid the eight (8) hour holiday allowance for that holiday

off-day. In addition, if such an employee later works on his/her holiday off-day, the employee will be paid double time for all hours worked during the holiday off-day.

- "b. Any worked hours which are connected before and/or after a standard twelve (12) hour work period (straight time or overtime) will be paid at time and one-half, provided the full twelve (12) hours are actually worked. In addition, any hours worked in excess of sixteen (16) in any one (1) workday, off-day, or continuous work period will be paid at double-time.
- "d. The last eight (8) hours worked on the first regularly scheduled workday in the pay weeks with four (4) regularly scheduled twelve (12) hour workdays will be paid at time and one-half (1-1/2). This day shall be known as the Code Day. If a holiday and a Code Day fall on the same day, the Code Day will be moved to the next regularly scheduled twelve (12) hour workday.

**Section 9.11, Rest Time, Subsection 11d, will read:**

- "d. An employee who is released under paragraphs a, b, or c by his/her supervisor during any hours of his/her regularly scheduled straight-time week will be paid at the employee's straight-time rate for rest time during such scheduled hours."

**Section 9.13, Holidays and Personal Day, Subsections 13a, 13b, 13d, and 13e, will read:**

- "a. The above holidays will be observed on the following dates, unless changed in accordance with paragraph b or e of this section:

<u>Company Holiday</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
New Year's Day	Fri/Jan 1	Sat/Jan 1	Mon/Jan 1
Martin Luther King Day	Mon/Jan 18	Mon/Jan 17	Mon/Jan 15
Good Friday	Fri/Apr 2	Fri/Apr 21	Fri/Apr 13
Memorial Day	Mon/May 31	Mon/May 29	Mon/May 28
Independence Day	Sun/Jul 4	Tue/Jul 4	Wed/Jul 4
Labor Day	Mon/Sep 6	Mon/Sep 4	Mon/Sep 3
Thanksgiving Day	Thu/Nov 25	Thu/Nov 23	Thu/Nov 22
Day After Thanksgiving	Fri/Nov 26	Fri/Nov 24	Fri/Nov 23
Christmas Eve	Fri/Dec 24	Sun/Dec 24	Mon/Dec 24
Christmas Day	Sat/Dec 25	Mon/Dec 25	Tue/Dec 25
New Year's Eve	Fri/Dec 31	Sun/Dec 31	Mon/Dec 31

  

<u>Company Holiday</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
New Year's Day	Tue/Jan 1	Wed/Jan 1	Thu/Jan 1
Martin Luther King Day	Mon/Jan 21	Mon/Jan 20	Mon/Jan 19
Good Friday	Fri/Mar 29	Fri/Apr 18	Fri/Apr 9
Memorial Day	Mon/May 27	Mon/May 26	Mon/May 31
Independence Day	Thu/Jul 4	Fri/Jul 4	Sun/Jul 4
Labor Day	Mon/Sep 2	Mon/Sep 1	Mon/Sep 6
Thanksgiving Day	Thu/Nov 28	Thu/Nov 27	Thu/Nov 25
Day After Thanksgiving	Fri/Nov 29	Fri/Nov 28	Fri/Nov 26
Christmas Eve	Tue/Dec 24	Wed/Dec 24	Fri/Dec 24
Christmas Day	Wed/Dec 25	Thu/Dec 25	Sat/Dec 25
New Year's Eve	Tue/Dec 31	Wed/Dec 31	Fri/Dec 31

Personal Days: Effective 1/1/2000 and at the start of each payroll year thereafter, the Company will also recognize two (2) personal days for each employee. (See Section 9.13e)

- "b. (The following birthday holiday language will be in effect only from June 7, 1999 to December 31, 1999.) If an employee's birthday falls on another scheduled holiday, it will be observed on the day prior. If the day prior is also a holiday, it will be observed on a day which is two days prior to the actual birthday. Employees may elect to change a holiday scheduled to fall on an off-day to a previously approved vacation day within the same pay week, provided notification is given to supervision by the end of the pay week prior."

- "d. Employees scheduled to work holidays will not be spared off by Management. If such an employee wishes to have the holiday off, it must be scheduled as a vacation day. In such cases, a holiday allowance of eight (8) hours pay plus four (4) hours of vacation time will be paid. If out of vacation, the employee will only be paid the said holiday allowance.
- "e. (The following birthday holiday language will be in effect only from June 7, 1999 to December 31, 1999.) If an employee's birthday falls on a workday the employee may: (1) elect to observe the his/her birthday holiday on the actual date of his/her birthday, or (2) elect to observe his/her birthday holiday on an approved vacation day in the same pay week, or the pay week immediately preceding or following. Once a specific day has been approved by supervision, it will not be changed without agreement of the employee."

**Section 10.4, Pay During Absence, Subsection 4a, Subparagraphs (2) and (4) to Subsection 4a, and Subsection 4c, will read:**

- "a. To the end that an employee may have uninterrupted weekly income, notwithstanding certain unavoidable interferences with the employee's ability to work, pay at regular straight-time rate will be allowed an employee for time lost from his/her standard work week which is normally paid at the straight-time rate for the four following reasons. It is understood that an employee may be required to furnish reasonable proof of the disability for which pay during absence is to be allowed."
- "(2) Injury or illness of a near relative living in the employee's immediate household of such serious nature that the presence of the employee himself/herself is required. Pay allowed for this reason will not exceed 24 hours, except that Management, under unusual circumstances, may allow more."



"(4) Death of a near relative (son, daughter, husband, wife, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law, or anyone who is very close and who is living in the same household with the employee). Pay allowed for this reason will not exceed 24 hours, except under unusual circumstances."

"c. An employee becomes eligible for pay during absence, as provided in this Section 10.4, in the payroll year in which he completes six (6) months' service with the Company. During this first six (6) months, pay may be allowed for up to but not exceeding 80 hours, which shall be charged against the 160 hours allowable for the first payroll year in which such six (6) months service is completed. Pay allowed under this Section 10.4 for any or all reasons shall not exceed 160 hours in any payroll year, except that for personal sickness or non-occupational injury, an employee will be allowed as many additional hours of absence as were not paid for of the 160 hours allowable in each of the two (2) preceding payroll years, referred to as "the bank." Further, if an employee, due to extensive illness, has used his/her current year's allowance of 160 hours, the employee may use the bank for necessary absence due to the death of a near relative. Deduction of hours from the bank will be made first from the earlier payroll year. However, the number of hours in the bank of an employee returning from a leave of absence will be the same number as in the employee's bank the date the employee's leave started. If it appears the illness or injury will result in an absence of more than two full pay weeks, Management will, as soon as is practicable, change the employee's schedule to a standard work week consisting of five (5) regularly scheduled eight (8) hour work periods on as many work days."

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**Section 10.5, Jury Duty, will read:**

- a. An employee absent because of jury duty shall be allowed straight-time pay not to exceed forty (40) hours in any one (1) week for hours the employee would have otherwise worked at straight-time pay. Time absent for jury duty shall be reported as such, but not deducted from hours allowable for other reasons. Employees shall report for work whenever they are not actually on jury duty during their scheduled work periods unless otherwise instructed by their supervisors.

**Section 10.7, Vacations, Subparagraphs (1), (2), and (3) to Subsection 7a, Subsection 7b, Subsection 7e, and subparagraphs (1), (3) and new (4) to Subsection 7h, will read:**

**a. Length of Vacation.**

- (1) All employees who, on December 31 of any calendar year, have completed at least one (1) year of continuous employment (since their most recent hiring date) are entitled to a vacation with pay, to be taken in the following year as stated below.
- (2) New employees are entitled to their first vacation of 80 hours with pay after twelve (12) months of continuous employment. Former employees who have been reemployed are entitled to a vacation after one (1) year of continuous employment and are otherwise subject to the same practices applying to new employees hired on or after January 1, 1992.

The most recent date of reemployment will be used to determine when the vacation is due. However, the length (2, 3, 4, 5 or 6 weeks) of the employee's vacation will be determined by cumulative employment.

**(3) Hours of Paid Vacation Allowed:**

**(a) Employees hired before January 1, 1992:**

<b>Years of cumulative employment as of December 31 of any year _____</b>	<b><u>Paid vacation entitlement for the following calendar year</u></b>
1 to 6 years	120 hours
7 to 14 years	160 hours
15 to 23 years	200 hours
24 or more years	240 hours

**(b) Employees hired after January 1, 1992:**

<b>Years of cumulative employment as of December 31 of any year _____</b>	<b><u>Paid vacation entitlement for the following calendar year</u></b>
1 to 4 years	80 hours
5 to 14 years	120 hours
15 to 24 years	160 hours
25 to 29 years	200 hours
30 or more years	240 hours

"b. If a Company observed holiday falls on a day which the employee is scheduled to work and the employee schedules vacation on that day, the employee will be paid in accordance with Section 9.13d."

"e. In computing vacation pay, employees will be paid, at their current straight-time pay rate, the same number of hours they are scheduled to work that week; i.e. thirty-six or forty-eight hours of pay. However, if employees schedule vacation for a Code Day (one of the regularly scheduled workdays where the last eight hours is

paid time and one-half), they may elect to report four or twelve hours of vacation pay for the Code Day."

"h. Vacation Schedules. (1) An employee desirous of splitting his/her vacation shall have only one first choice by seniority when the schedule is made up, and a second choice only after all other employees in the employee's group have had one first choice. Unless otherwise agreed, each choice of a scheduled vacation period shall be in blocks of all consecutive work days between connecting off-days."

"(3) Sickness or Non-occupational Injury or Death of Near Relative During Vacation. Should an employee be off sick or off because of a non-occupational injury or should there be a death of a near relative as defined in Section 10.4a (4) during the employee's scheduled vacation time, the employee may be permitted to change his/her vacation (or that part remaining) to a subsequent date which will not conflict with another employee's vacation. Consideration of such requests is contingent upon prompt notice and reasonable proof of illness or non-occupational injury or death of a near relative to the employee's immediate supervisor. Time due to the death of a near relative will not exceed 24 hours except under unusual circumstances."

"(4) The work permitting, employees may, with Supervisory permission, schedule vacation in two (2) hour increments.

**Section 10.8, Layoff Allowance**, will have the following new Subsection 8f added:

"f. For employees on 12 hour shift schedules, the 'straight-time weekly (40 hours) pay' in this section will be determined by multiplying forty (40) hours times the employee's straight-time hourly pay rate."

**Section 10.9, Pay During Extended Disability, Subsection 9a, Subparagraph (2) to Subsection 9a, Subsection 9b and Subsection 9c. will read:**

"a. An employee with more than six (6) months' cumulative employment who is absent from work because of disabilities resulting from personal sickness or non-occupational injury and who furnishes the Company with a medical certificate signed by the attending doctor and with such other satisfactory evidence of disability as may be required will, after exhausting his/her pay for absence provided in Section 10.4, be allowed additional pay to the number of hours (at the employee's current straight-time rate) set forth in paragraph b below:

- "(2) For each disabling personal sickness after the first 40 hours of each such period of sickness: provided, however, that if an employee's pay during absence, including his bank of hours under Section 4, is less than 40 hours at the time the employee's period of extended sickness begins, the waiting period shall be reduced by the number of hours remaining in the bank at that time.

"b. The number of hours allowable under paragraph a will be determined according to the following table:

<u>Years of Service</u>	<u>Maximum Number of Hours Allowable</u>
1/2 - 4	120 hours
5 - 9	240 hours
10 - 14	360 hours
15 - 19	560 hours
20 - 24	760 hours
25 - 29	960 hours
30 - 34	1280 hours
35 and over	1600 hours

"The term 'years of service', as used in this section, shall include periods of creditable employment with the Pennsalt Chemicals Corporation, or Wyandotte Chemicals Corporation, or Port Huron Paper Company, as well as with The Detroit Edison Company.

"c. Pay for extended disability will be made only for the scheduled straight-time hours in the employee's schedule, i.e. thirty-six (36) or forty (40) hours. However, if it appears the illness or injury will result in an absence of more than two full pay weeks, Management will, as soon as is practicable, change the employee's schedule to a standard work week consisting of five (5) regularly scheduled eight (8) hour work periods on as many work days."

**Section 11.1, Shift Premiums, will read:**

"a. Unless otherwise agreed, in addition to the straight-time classification rate, shift premium of \$2.00 per hour shall be paid as a separate item for each hour worked by an employee between the hours of 6:30 p.m. and 6:29 a.m."

Paragraphs 1(b) and 1(c) of Section 11.1 will not apply and will be considered vacant.

2. The 12-hour Shift Overtime Rules dated December 28, 1987 will be applied to those represented employees on 12-hour shift schedules.
3. In all other respects, the Agreement shall remain in full force and effect.
4. The terms of this Memorandum of Understanding shall be effective on June 7, 1999 at 6:00 A.M. for St. Clair Fuel Supply and Operations; at 7:00 A.M. for Belle River, Monroe, Trenton Channel and Thermal Energy Operators and Monroe Fuel Supply; and at 7:30 A.M. for River Rouge, unless otherwise agreed to between the parties. This Memorandum of Understanding shall remain in full force and effect to and

including 11:59 p.m., June 7, 2004 and shall continue in full force and effect from year to year thereafter, unless at least sixty (60) days before the June 7, 2004 termination date, either party notifies the other in writing of its desire to terminate, amend, or supplement this Memorandum of Understanding.

## **ATTACHMENT B**

### **SIDE BAR AGREEMENTS TO 1999 CONTRACT**

#### **1. Attendance**

The parties believe there is opportunity to improve attendance without changing the Pay During Absence Provision in the Agreement. To that end the parties agree:

- a. Instances of absenteeism will not be a basis for considering an employee to be in the high 25% absence group and the Attendance Guidelines will be rewritten to reflect this change. Said change also needs to be communicated to all employees and supervisors.
- b. Employees should use the days allowed for in our Pay During Absence Provision only when they truly need to do so.
- c. All recommendations of the Disability Case Management Team should be implemented, including:
  1. Allowing employees who are able to do so to return to meaningful work with temporary restrictions due to non occupational illness/injury. To help accomplish this, Management and each Bargaining Unit Chairperson will meet to help identify meaningful and needed work that could be accomplished by such employees.
  2. Establish a Corporate and Business Unit (part-time) Return to Work Coordinators.
  3. Creating a joint Labor/Management Disability Review Board



4. Jointly selecting Independent Medical Evaluators (IMEs) to resolve differences of opinion between physicians, provide certain needed medical expertise, and the like.

d. Quarterly attendance reviews utilizing our jointly developed "Attendance Guidelines" need to be consistently and timely conducted.

e. A joint Union/Management team will be formed to research effective positive incentives to improve employee attendance.

2. **Bidding Rights for Power Plant Supply**

The parties agree that under Section 8.38b, employees in the Power Plant Supply Occupation Group will be allowed to bid those Stores Bargaining Unit job vacancies which have not been filled under Section 8.38a.

3. **Inclement Weather**

For those employees in Substations, Meter and Underground Lines, the parties will in each bargaining unit jointly identify work that can be done safely, both indoors and outdoors, during inclement weather.

4. **Drug/Alcohol Free Workplace**

The parties agree to develop, coordinate and sponsor a program to promote a drug/alcohol free workplace. Program will include education and voluntary drug/alcohol testing.

5. **Work Areas in Meter Division**

The previous agreement to not implement work areas in the Meter Bargaining Unit is voided, and the work area language for Meter remains part of the Agreement.

**6. Electrical Maintenance Journeyman Apprentice**

The parties agree to create a classification called Electrical Maintenance Journeyman Apprentice to replace the current Journeyman 2<sup>nd</sup> and 3<sup>rd</sup> Class and Maintenance Assistant. Apprentice will start at a T-5 with progression every six months. Apprentice will become an Electrical Maintenance Journeyman upon reaching pay grade T-15.

**7. Health Care and Retirement Committee**

Local 223 and the Company agree to the creation of a Joint Health Care and Retirement Benefits Committee. The committee membership will be mutually determined and will meet on Company time. This committee shall be charged with enabling all employees to make educated decisions in regards to their health care plan options, medical treatments and therapy choices as well as Retirement Benefit questions.

**8. Disability Health Care**

Effective June 7, 1999, employees with 25 or more years of service who are terminated between the ages of 50 and 55 because they are permanently and totally disabled (qualified for LTD benefits) will receive the same health care coverage as employees retiring at age 55 with 15 years of service.

**PAY RATE SCHEDULES\***  
**Schedule 1**  
**TRADES AND OPERATING JOB**  
**GRADES AND MAXIMUM HOURLY**  
**BASE WAGE RATES**

<u>Grade</u>	<u>Base Wage Rates</u>				
	<u>Effective</u> 6/7/1999	<u>Effective</u> 6/5/2000	<u>Effective</u> 6/4/2001	<u>Effective</u> 6/3/2002	<u>Effective</u> 6/2/2003
T-0	\$16.400	\$16.890	\$17.310	\$17.655	\$18.010
T-1	\$16.715	\$17.215	\$17.645	\$18.000	\$18.360
T-2	\$17.070	\$17.580	\$18.020	\$18.380	\$18.750
T-3	\$17.395	\$17.915	\$18.365	\$18.730	\$19.105
T-4	\$17.705	\$18.235	\$18.690	\$19.065	\$19.445
T-5	\$18.040	\$18.580	\$19.045	\$19.425	\$19.815
T-6	\$18.330	\$18.880	\$19.350	\$19.735	\$20.130
T-7	\$18.670	\$19.230	\$19.710	\$20.105	\$20.505
T-8	\$19.020	\$19.590	\$20.080	\$20.480	\$20.890
T-9	\$19.950	\$20.550	\$21.065	\$21.485	\$21.915
T-10	\$20.575	\$21.190	\$21.720	\$22.155	\$22.600
T-11	\$21.260	\$21.900	\$22.450	\$22.900	\$23.360
T-12	\$21.920	\$22.580	\$23.145	\$23.610	\$24.080
T-13	\$22.655	\$23.335	\$23.920	\$24.400	\$24.890
T-14	\$23.320	\$24.020	\$24.620	\$25.110	\$25.610
T-15	\$24.070	\$24.790	\$25.410	\$25.920	\$26.440
T-16	\$24.455	\$25.190	\$25.820	\$26.335	\$26.860
T-17	\$24.890	\$25.635	\$26.275	\$26.800	\$27.335
T-18	\$25.285	\$26.045	\$26.695	\$27.230	\$27.775
T-19	\$25.745	\$26.515	\$27.180	\$27.725	\$28.280
T-20	\$26.145	\$26.930	\$27.605	\$28.155	\$28.715
T-21	\$26.585	\$27.385	\$28.070	\$28.630	\$29.205
T-22	\$27.020	\$27.830	\$28.525	\$29.095	\$29.675

\* The parties by mutual agreement, may elect to establish new jobs above the T-22 pay rate or below the T-0 pay rate.

## **PAY RATE SCHEDULES**

### **Schedule 2**

#### **PROGRESSION SCHEDULES FOR TRADES AND OPERATING CLASSIFICATIONS WITHIN THE RECOGNIZED BARGAINING UNITS**

As has occurred in most previous negotiations, the Parties have agreed to remove several classifications from this Schedule 2. Many of these changes have been due to the combining of two or more classifications into one; others were removed due to reductions in classifications or layoffs from seniority lists; still others were due to the fact that the work which was previously performed by the classification is no longer performed by Detroit Edison employees. It is agreed that, if any time in the future, the Company decides to again employ Detroit Edison employees to perform the work of a classification which has been removed from this Schedule 2 or to implement a new classification which is equivalent to a removed classification, such work will be reestablished as work represented by Local 223.

## ELECTRICAL SYSTEM-SUBSTATIONS

Classification	Job Code	Start	yr.	yr.	SCHEDULED HOURLY RATE (In Grade Numbers)									
					1	1½	2	2½	3	3½	4	4½		
ELECTRICAL MAINTENANCE														
HV Breaker Inspection Leader	041630	18 + 10%	...	...	...	...	...	...	...	...	...	...	...	...
Leader	041609	18	...	...	...	...	...	...	...	...	...	...	...	...
Journeyman 1st Class	041628	15	...	16	17	13	...	...	...	...	...	...	...	...
*Electrical Maintenance Journeyman														
Apprentice	041631	5	...	6	7	8	9	10	11	12	13	14	...	...
BATTERY MAINTENANCE														
Battery Journeyman	041667	9	...	10	11	...	...	...	...	...	...	...	...	...
Battery Workman	041660	5	...	6	7	8	...	...	...	...	...	...	...	...
CIVIL AND SPECIALTY TRADES														
Brickmason Leader	043000	16	...	...	...	...	...	...	...	...	...	...	...	...
Brickmason	043001	11	...	12	13	14	15	...	...	...	...	...	...	...
*Brickmason Apprentice	043001	5	...	6	7	8	9	10	...	...	...	...	...	...
Brick Saw Operator	043005	5	...	6	7	...	...	...	...	...	...	...	...	...
Bridgeman Leader	043007	17	...	...	...	...	...	...	...	...	...	...	...	...
Bridgeman	043008	11	...	12	13	14	15	...	...	...	...	...	...	...
Carpenter Leader	043010	14	...	...	...	...	...	...	...	...	...	...	...	...
Carpenter	043011	10	...	11	12	...	...	...	...	...	...	...	...	...
*Carpenter Apprentice	043012	5	...	6	7	8	9	...	...	...	...	...	...	...
Cement Finisher Leader	043062	11	...	...	...	...	...	...	...	...	...	...	...	...
Cement Finisher	043013	5	...	6	7	8	9	...	...	...	...	...	...	...
Handyman Leader	043025	9	...	...	...	...	...	...	...	...	...	...	...	...
Handyman	043020	5	...	6	7	...	...	...	...	...	...	...	...	...
Mechanic Fitter Leader	043028	18	...	...	...	...	...	...	...	...	...	...	...	...
Mechanic Fitter	043066	11	...	12	13	14	15	16	...	...	...	...	...	...
*Mechanic Fitter Apprentice	043066	5	...	6	7	8	9	10	...	...	...	...	...	...
Painter Leader	043032	12	...	...	...	...	...	...	...	...	...	...	...	...
Painter	043033	8	...	9	10	...	...	...	...	...	...	...	...	...
*Painter Apprentice	043034	5	...	6	7	...	...	...	...	...	...	...	...	...
Rigger Ironworker Leader	043047	16(tent.)	...	...	...	...	...	...	...	...	...	...	...	...
Rigger Ironworker	043055	12	...	13	14	15	...	...	...	...	...	...	...	...
*Rigger/Ironworker Apprentice	043055	5	...	6	7	8	9	10	11(tent.)	...	...	...	...	...

## ELECTRICAL SYSTEM - SUBSTATIONS (Continued)

Classification	Job Code	Start	SEDULED HOURLY RATE (In Grade Numbers)									
			¼ yr.	½ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.	4 yr.	4½ yr.
Sheet Metal Leader .....	043071	#	...	...	...	...	...	...	...	...	...	...
Sheet Metal Worker .....	043050	11	...	12	13	...	...	...	...	...	...	...
*Sheet Metal Worker Apprentice	043050	5	...	6	7	8	9	10	...	...	...	...
Welder A Leader .....	043056	17	...	...	...	...	...	...	...	...	...	...
(a) Welder A .....	043059	13	...	14	15	...	...	...	...	...	...	...
(b) Welder B .....	043058	10	...	11	12	...	...	...	...	...	...	...
(c) Welder Uncertified .....	043075	6	...	7	8	9	...	...	...	...	...	...
(f) Steeplejack (Dual Rate) .....	043074	...	...	...	...	...	...	...	...	...	...	...
MISCELLANEOUS												
Area Field Coordinator .....	041880	5	...	6	7	8	9	10	11	...	...	...
Truck Driver .....	041639	4	...	5	6	...	...	...	...	...	...	...
OPERATING												
AA Operator .....	041600	14	...	15	16	17	18	...	...	...	...	...
A Operator .....	041664	13	...	14	15	16	17	18	...	...	...	...
Reserve Operator .....	041606	8	...	9	10	11	...	...	...	...	...	...
* Assistant Operator .....	041607	3	...	4	5	6	7	...	...	...	...	...
STRUCTURAL MAINTENANCE												
Structural Maintenance Jrymn. ....	041645	5	...	6	7	8	9	10	11	12	...	...
LANDSCAPE MAINTENANCE												
Landscape Structural Leader .....	041649	(e)	...	...	...	...	...	...	...	...	...	...
Landscape Structural Workman ....	041650	5	...	6	7	8	...	...	...	...	...	...
SUBSTATION SERVICES												
Protective Rubber Goods												
Inspector Leader .....	043369	10	...	...	...	...	...	...	...	...	...	...
Protective Rubber Goods												
Inspector .....	043370	3	...	4	5	6	7	8	9	...	...	...

ELECTRICAL SYSTEM - SUBSTATIONS (continued)

ATTACHMENT B

\* Automatic progression to next higher classification of sequence.

## (1) Grade 14 when leading one or two people, one of whom is a Sheet Metal Worker.

(2) Grade 15 when leading three or more people, one of whom is a Sheet Metal Worker.

(a) Subject to reclassification as Welder B if Welder A requalification tests are not passed.

(b) Semi-automatic progression to Welder A contingent on passing Welder A test. Subject to reclassification as Welder Uncertified if Welder B requalification tests are not passed.

(c) Note: Welder A tests will be given in accordance with the following approximate schedule:

1st: 0 year after attaining top grade of Welder B schedule.

2nd: If 1st test is failed, one year after 1st failure.

3rd: If 2nd test is failed, two years after 2nd failure.

4th: If 3rd test is failed, four years after 3rd failure.

(d) Semi-automatic progression to Welder B contingent on passing Welder B test. Subject to reclassification as Welder Uncertified if Welder B requalification tests are not passed.

Note: Welder B tests will be given in accordance with the following approximate schedule:

1st: 0 year after attaining top grade of Welder B schedule.

2nd: If 1st test is failed, one year after 1st failure.

3rd: If 2nd test is failed, two years after 2nd failure.

4th: If 3rd test is failed, four years after 3rd failure.

(e) Grade 9 when leading one or two people, one of whom is a Landscape Structural Workman, or Grade 10 when leading three or more people one of whom is a Landscape Structural Workman.

(f) Dual-Rated Employee working in the dual-rated classification will receive pay at 110% of his current base rate for at least one half day (four hours) if he works in the dual-rated classification for any part of the day.

(g) Employees at maximum rate will receive maximum of higher rated job at time promoted.

# FACILITIES MANAGEMENT AND SERVICES

Classification	Job Code	Start	SCHEDULED HOURLY RATES (In Grade Numbers)									
			1/4	1/2	1	1 1/2	2	2 1/2	3	3 1/2	4	4 1/2
			yr.	yr.	yr.	yr.	yr.	yr.	yr.	yr.	yr.	yr.
<b>OPERATING</b>												
Senior Operating Engineer .....	043660	14	...	...	...	...	...	...	...	...	...	...
Operating Engineer .....	043607	10	...	11	12	...	...	...	...	...	...	...
Operating Engineer (EC) .....	043632	10	...	11	12	...	...	...	...	...	...	...
*Operating Engineer Apprentice (EC) .....	043609	5	...	6	7	8	9	...	...	...	...	...
*Operating Engineer App. (WSC) .....	043609	5	...	6	7	8	9	...	...	...	...	...
<b>MAINTENANCE</b>												
Maintenance Journeyman 1st Class ...	043641	16	...	...	...	...	...	...	...	...	...	...
Maintenance Journeyman .....	043640	12	...	13	14	15	...	...	...	...	...	...
*Maintenance Apprentice .....	043640	5	...	6	7	8	9	10	11	...	...	...
Stockman Leader .....	042716	8	...	...	...	...	...	...	...	...	...	...
<b>CARPENTER</b>												
Carpenter Leader .....	043614	13	...	...	...	...	...	...	...	...	...	...
Carpenter .....	043615	10	...	11	...	...	...	...	...	...	...	...
*Carpenter Apprentice .....	043012	5	...	6	7	8	9	...	...	...	...	...
<b>PLASTERER AND CEMENT</b>												
Plasterer and Cement												
Worker Leader .....	043620	13	...	...	...	...	...	...	...	...	...	...
Plasterer and Cement Worker .....	043621	10	...	11	...	...	...	...	...	...	...	...
*Plasterer and Cement Worker .....												
Apprentice .....	043622	5	...	6	7	8	9	...	...	...	...	...
<b>LOCKSMITH</b>												
Locksmith .....	043623	9	...	10	...	...	...	...	...	...	...	...
*Locksmith Apprentice .....	043624	5	...	6	7	8	...	...	...	...	...	...
<b>PAINTING</b>												
Painter Leader .....	043625	11	...	...	...	...	...	...	...	...	...	...
Painter .....	043626	8	...	9	...	...	...	...	...	...	...	...
*Painter Apprentice .....	043034	5	...	6	7	...	...	...	...	...	...	...
Wall Washer Leader .....	043654	6	...	...	...	...	...	...	...	...	...	...
Wall Washer .....	043628	3	...	4	...	...	...	...	...	...	...	...



## FACILITIES MANAGEMENT AND SERVICES (continued)

Classification	Job Code	Start	¾ yr.	¾ yr.	SCHEDULED HOURLY RATES (In Grade Numbers)							
					1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.	4 yr.	4½ yr.
SERVICE												
Facilities Maintenance Repairman ...	043658	3	...	4	5	6	7	...	...	...	...	...

\*Automatic progression to next higher classification of sequence.

## METER

Classification	Job Code	Start	1/4 yr.	SCHEDULED HOURLY RATE (In Grade Numbers)									4 1/4 yr.
				1/2 yr.	1 yr.	1 1/4 yr.	2 yr.	2 1/2 yr.	3 yr.	3 1/2 yr.	4 yr.		
STEAM													
Steam Meter Serviceman 1st .....	041530	11	...	12	13	14	15	...	...	...	...	...	...
Steam Meter Serviceman 2nd .....	041531	8	...	9	10	...	...	...	...	...	...	...	...
Steam Meter Serviceman 3rd .....	041532	5	...	6	7	...	...	...	...	...	...	...	...
SUPPLIES													
Stockkeeper Leader .....	041922	(a)	...	...	...	...	...	...	...	...	...	...	...
Stockkeeper .....	041923	4	...	5	6	7	...	...	...	...	...	...	...
REPAIR													
Meter Repairman A Leader .....	041962	(b)	...	...	...	...	...	...	...	...	...	...	...
Meter Repairman A .....	041952	8	...	9	10	11	12	...	...	...	...	...	...
*Meter Repairman B Leader .....	041971	(a)	...	...	...	...	...	...	...	...	...	...	...
TESTING													
Primary Meter Tester & Invest. ...	041920	13	...	14	16	...	...	...	...	...	...	...	...
Senior Service Representative .....	041975	11	...	12	13	14	...	...	...	...	...	...	...
*Sec. Meter Tester & Invest. ....	041907	11	...	12	13	...	...	...	...	...	...	...	...
Field Meter Tester & Invest. ....	041911	8	...	9	10	11	...	...	...	...	...	...	...
Field Meter Tester .....	041912	4	...	5	6	7	8	9	...	...	...	...	...
Polyphase Watthour Meter and Accessories Tester Leader .....	041957	(c)	...	...	...	...	...	...	...	...	...	...	...
Polyphase Watthour Meter and Accessories Tester .....	041958	9	...	10	...	...	...	...	...	...	...	...	...
Meter Tester and Repairman .....	041953	3	...	4	5	6	7	...	...	...	...	...	...
Meter Tester and Repairman .....	041974	(a)	...	...	...	...	...	...	...	...	...	...	...

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## METER (Continued)

Classification	Job Code	Start	yr.	SCHEDULED HOURLY RATE (In Grade Numbers)								
				yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.	4 yr.	4½ yr.
OAKLAND DIVISION												
Special Reader .....	042211	9	...	...	...	...	...	...	...	...	...	...
Meter Reader .....	042125	5	...	6	7	8	...	...	...	...	...	...

- (a) Grade T-3 when leading one or two employees or Grade T-9 when leading three or more employees.
- (b) Grade 13 when leading one or two employees, or Grade 14 when leading three or more employees.
- (c) Grade 11 when leading one or two employees, or Grade 12 when leading three or more employees, one of whom is a Polyphase Watthour Meter and Accessories Tester.

\*When this classification is vacated, it will not be filled.

# METER READING

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)									
			$\frac{1}{2}$ yr.	$\frac{3}{4}$ yr.	1 yr.	1 $\frac{1}{2}$ yr.	2 yr.	2 $\frac{1}{2}$ yr.	3 yr.	3 $\frac{1}{2}$ yr.	4 yr.	4 $\frac{1}{2}$ yr.
DETROIT DIVISION												
Bill Investigator .....	042003	9	10									
Special Reader .....	042001	9										
Meter Reader .....	042002	5	6	7	8							

# MOTOR TRANSPORTATION

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)					
			¾ yr.	¾ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.
TRANSPORTATION								
Sr. District Mechanic A .....	043819	16	....	16	....	....	....	....
Sr. District Mechanic B .....	043818	15	....	....	....	....	....	....
(b) Automotive Mechanic .....	043817	10	....	11	12	13	14 + .25	....
*Automotive Mechanic Apprentice .....	043806	3	....	4	5	6	7	8
Truck Body Repairman .....	043809	5	....	6	7	8	9	10
Mechanics Assistant .....	043804	4	....	5	6	7	8	9
....								
(a) Vehicle Body Repairman								
& Painter Leader .....	043808	12/13	....	....	....	....	....	....
Vehicle Body Repairman & Painter .....	043807	8	....	9	10	11	....	....
Service Person	043814	Pay grade undetermined						

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\* Automatic progression to the next higher classification of sequence.

(a) Grade 12 when leading 1 or 2 Vehicle body Repairman & Painter. Grade 13 when leading 3 or more Vehicle Body Repairman & Painter.

(b) At Beech Street Garage, Grade 14 when leading 1 or 2 Inspectors or Automotive Mechanics. Grade 15 when leading 3 or more Inspectors or Automotive Mechanics.

# NUCLEAR OPERATIONS - FERMI 2

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)												
			¾ yr.	½ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.	4 yr.	4½ yr.	5 yr.	5½ yr.	6 yr.
Nuclear Operator .....	061307	6	....	7	8	9	10	11	12	13	14	15	16	17	
Assistant Nuclear Operator .....	061308	3	....	4	5	6	7	8	9	....	....	....	....	....	
Nuclear Instrument Repairman A .....	061310	12	....	13	14	15	16	17	18 + .20	....	....	....	....	....	
*Nuclear Instrument Repairman B .....	061309	3	....	4	5	6	7	8	9	10	11	....	....	....	
Nuclear Fire Protection Inspector .....	061304	3	....	4	5	6	7	8	9	10	11	....	....	....	
Lead Nuclear Operator .....	061330	19 + .20	....	....	....	....	....	....	....	....	....	....	....	....	
Lead Nuclear Operator In Training .....	061331	18	....	....	....	....	....	....	....	....	....	....	....	....	
Nuclear Maintenance Journeyman .....	061453	12	....	13	14	15	16	17 + .18	....	....	....	....	....	....	
Nuclear Insulator Mason ..	061448	5	....	6	7	8	9	10	11	12	13	14	15	....	
Sr. District Mechanic B ..	063818	15	....	....	....	....	....	....	....	....	....	....	....	....	
*Nuclear Maintenance Journeyman Apprentice .....	061452	5	....	6	7	8	9	10	11	....	....	....	....	....	
Nuclear Warehouseman ..	061320	5	....	6	7	8	9	....	....	....	....	....	....	....	
Mechanic's Assistant .....	063804	3	....	4	5	6	7	8	9	....	....	....	....	....	
Nuclear Warehouseman Leader .....	061322	10	....	....	....	....	....	....	....	....	....	....	....	....	
Nuclear Tool & Equipment Repairman .....	061318	5	....	6	7	8	9	10	11	....	....	....	....	....	
Lead Nuclear Operator In Training .....	061331	18	....	....	....	....	....	....	....	....	....	....	....	....	

\* Automatic progression to next higher classification of sequence.

## POWER GENERATION

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)								
			¾ yr.	¾ yr.	1 yr.	1¼ yr.	2 yr.	2½ yr.	3 yr.	3¾ yr.	4 yr.
MAINTENANCE											
Maintenance Craftsman .....	051448	11	...	12	13	14	...	...	...	...	...
*Maintenance Craftsman											
Apprentice .....	051448	5	...	6	7	8	9	10	...	...	...
Master Maintenance Journeyman .....	051456	12	...	13	14	15	16	17 + .20	...	...	...
Maintenance Journeyman .....	051454	12	...	13	14	15	16 + .20	...	...	...	...
*Master Maintenance Journeyman											
Apprentice .....	051456	5	...	6	7	8	9	10	11	...	...
*Maintenance Journeyman											
Apprentice .....	051454	5	...	6	7	8	9	10	11	...	...
Maintenance Handyman .....	051459	5	...	6	7	...	...	...	...	...	...
Crafts Associate .....	051451	5	...	6	7	8	9	10	11	12	...
Steeplejack (Dual Rate) .....	051471	...	...	...	...	...	...	...	...	...	...
OPERATING											
Sr. Power Plant Operator .....	051136/										
	051227	15	...	16	17	18 (tent.)	...	...	...	...	...
***Power Plant Operator .....	051120	3	...	4	5	6	7	8	9	10	11
FUEL SUPPLY											
Sr. Fuel Supply Equipment											
Operator .....	054210	11	...	12	13	...	...	...	...	...	...
Fuel Supply Equipment											
Operator .....	054209	7	...	8	9	10	11	...	...	...	...
Fuel Supply Operator .....	054208	3	...	4	5	6	...	...	...	...	...
INSTRUMENT											
Instrument Repairman Leader .....	051057	19	...	...	...	...	...	...	...	...	...
Instrument Repairman (A) .....	051055	12	...	13	14	15	16	...	...	...	...
Instrument Repairman (B) .....	051055	3	...	4	5	6	7	8	9	10	11

## POWER GENERATION (continued)

Classification	Job Code	Start	¼ yr.	SCHEDULED HOURLY RATE (In Grade Numbers)							
				¼ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.	4 yr.
POWER PLANT SUPPLY											
**Tool and Warehouseman											
Leader .....	052708	9	...	...	...	...	...	...	...	...	...
Tool and Warehouseman .....	052700	3	...	4	5	6	7	8	...	...	...
Driver Light Truck .....	052705	4	...	5	...	...	...	...	...	...	...
TRANSPORTATION											
Sr. District Mechanic (B) .....	053818	15	...	...	...	...	...	...	...	...	...
Automotive Mechanic .....	053817	10	...	11	12	13	14 + .25	...	...	...	...
Mechanic's Assistant .....	053804	4	...	5	6	7	8	9	...	...	...
MISCELLANEOUS											
Plant Cleaner Leader # .....	051342	4/5	...	...	...	...	...	...	...	...	...
Plant Cleaner .....	051020	2	...	3	...	...	...	...	...	...	...

## ATTACHMENT A

Note the following:

- \* Automatic progression to the next higher classification of sequence.
- \*\* Receives T-10 when leading three or more employees.
- \*\*\* Progression after 4 years would be:  $4\frac{1}{4}$  yrs. = 12, 5 yrs. = 13,  $5\frac{1}{4}$  yrs. = 14, 6 yrs. = 15,  $6\frac{1}{4}$  yrs. = 16
- # Plant Cleaner Leaders receive Grade 4 when leading 1 or 2 Plant Cleaners and Grade 5 when leading 3 or more Plant Cleaners.

Wage increases resulting from promotions within the same group. Promotional increase rate. An employee promoted to the next higher classification within the same work group shall receive the scheduled starting rate of pay in the new classification, unless this starting rate is equal to or less than that being received just prior to promotions. In the event the employee will receive the next higher scheduled rate in the new classification.



POWER GENERATION (continued)

ATTACHMENT A (continued)

- (a) Semi-automatic progression of the Welder in MJ or MMJ classification is contingent on passing the Welder A Test and meeting other MMJ or MJ qualifications. Welder A tests will normally be given in accordance with the following schedule:
- 1<sup>st</sup> Test: Within the first six months after attaining MJ/MMJ Welder (T-12) Status.
- 2<sup>nd</sup> Test: One year after first failure.
- (b) Semi-automatic progression in the MJ and MMJ Apprentice classifications is contingent on passing the Welder B test and meeting other MJ or MMJ Apprentice qualifications. Welder B tests will normally be given in accordance with the following schedule:
- 1<sup>st</sup> Test: Within the first three months after starting Segment 5 of the MJ or MMJ Apprentice-Welder Program.
- 2<sup>nd</sup> Test: Within three to six months after the first failure.
- 140 For a secondary Welder designator:
- 1<sup>st</sup> Test: Within the first three months after starting Segment 7 of the MJ or MMJ Apprentice-Secondary Welder Program.
- 2<sup>nd</sup> Test: Within three to six months after the first failure.
- (c) Dual-Rated Employees - Any employee working in the dual-rated classification will receive pay at 110% of their current base rate for at least one-half day (four hours) if they work in the dual-rated classification for any part of the day.
- (d) The MJ Apprentice and Journeyman classifications and the MMJ Apprentice and Journeyman classifications with Welder designators are subject to reclassification if qualification or requalification tests are not passed.
- All Connors Creek Power Plant Classifications listed in the 1993 Agreement remain in effect for recall purposes, should the plant be reactivated.

## STORES &amp; TRANSPORTATION - STORES

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)							
			½ yr.	½ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.
STORES OPERATION										
Pole Yard Ldr.-Supply-Wixom .....	042764	11	.....	.....	.....	.....	.....	.....	.....	.....
Mobile Crane Operator .....	042769	5	.....	6	7	8	9	10	11	12
Pole Handling Equipment Oper. - Supply...	042760	4	.....	5	6	7	8	9	.....	.....
Senior Lines Supplyman.....	042780	10	.....	.....	.....	.....	.....	.....	.....	.....
Lines Supplyman.....	042781	5	.....	6	7	8	.....	.....	.....	.....
Central Warehouseman .....	042727	5	.....	6	7	8(tent.)...	.....	.....	.....	.....
Central Warehouseman Leader .....	042728	10	.....	.....	.....	.....	.....	.....	.....	.....
Investment Recovery Stockperson Leader #2	042725	9	.....	.....	.....	.....	.....	.....	.....	.....
Investment Recovery Stockperson Leader #	042716	8	.....	.....	.....	.....	.....	.....	.....	.....
Investment Recovery Stockperson .....	042724	6	.....	7(tent.)...	.....	.....	.....	.....	.....	.....
SALVAGE OPERATION										
Pole Yard Ldr.-Wixom .....	042763	12	.....	.....	.....	.....	.....	.....	.....	.....
Pole Peeler-Saw Mill Operator										
& Maintenance .....	042766	3	.....	4	5	6	7	8	9	10
Lines Supplyman .....	042781	5	.....	6	7	8	.....	.....	.....	.....
MATERIAL TRANSPORT										
Stockman Driver-Hydraulic Crane .....	042767	4	.....	5	6	7	8	9	10	.....
Stockman Driver-Special Service .....	042776	4	.....	5	6	7	8	9	10	.....
Stockman Driver-General Service .....	042775	4	.....	5	6	7	8	9	.....	.....
Stockman Driver-Pole Haul .....	042768	4	.....	5	6	.....	.....	.....	.....	.....

#2 - When leading 3 or more Investment Recovery Stockpersons

#1 - When leading one or two Investment Recovery Stockpersons

# WARREN SERVICE CENTER SHOPS

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)								
			¾ yr.	¾ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.	4 yr.
MECHANICAL DIVISION											
MACHINE SHOP											
Shop Machinist-Mechanic Leader .....	042912	16	...	...	...	...	...	...	...	...	...
Shop Machinist-Mechanic .....	042911	11	...	12	13	14	...	...	...	...	...
*Shop Machinist Mechanic Apprentice ...	042911	5	...	6	7	8	9	10	...	...	...
METAL FABRICATING SHOP											
Metal Fabricator Leader.....	042952	15	...	...	...	...	...	...	...	...	...
Metal Fabricator #1 .....	042949	8	...	9	10	11	12	...	...	...	...
*Metal Fabricator Apprentice .....	042949	3	...	4	5	6	7	8	...	...	...
Journeyman Welder .....	042973	5	...	6	7	8	9	10	11	12	13
Shop Tool Crib Attendant .....	042902	5	...	6	...	...	...	...	...	...	...
Shop Fitter Welder-Journeyman Leader	041810	17	...	...	...	...	...	...	...	...	...
Shop Fitter Welder Journeyman .....	042950	11	...	12	13	14	15	...	...	...	...
*Shop Fitter Welder Journeyman Apprentice	042950	5	...	6	7	8	9	10	...	...	...
TOOL & EQUIPMENT											
Electrician T&E .....	042905	5	...	6	7	8	9	10	...	...	...
Mechanic T&E .....	042919	5	...	6	7	8	9	10	...	...	...
Tool and Warehouseman .....	042931	5	...	6	7	...	...	...	...	...	...
ELECTRICAL SHOP											
Shop Electrician Leader .....	041982	17	...	...	...	...	...	...	...	...	...
**Shop Electrician .....	041980	11	...	12	13	14	15	...	...	...	...
*Shop Electrician Apprentice .....	041981	5	...	6	7	8	9	10	...	...	...
SUPPLY											
Shops Supplyman .....	042920	5	...	6	7	8(tent.)...	...	...	...	...	...
Oil Room Operator .....	042732	5	...	6	7	8	...	...	...	...	...

\* Automatic progression to next higher classification of sequence.

\*\* Pay grade T-16 when performing new venture work on customer property.

# UNDERGROUND LINES

Classification	Job Code	Start	SCHEDULED HOURLY RATE (In Grade Numbers)							
			¼ yr.	½ yr.	1 yr.	1½ yr.	2 yr.	2½ yr.	3 yr.	3½ yr.
CABLE										
Group A										
Cable Splicer Specialist Leader .....	041804	21	.....	.....	.....	.....	.....	.....	.....	.....
Cable Splicer Specialist .....	041814	19	.....	.....	.....	.....	.....	.....	.....	.....
Journeyman Cable Splicer .....	041801	15	.....	16	.....	.....	.....	.....	.....	.....
* Cable Splicer Apprentice .....	041805	7	.....	8	9	10	11	12	13	14
Group B										
Senior Rigger Checker .....	041864	10	.....	11	12	13	14	15	.....	.....
Cable Pulling Rigger Operator .....	041806	5	.....	6	7	8	9	10	11	.....
*** Cable Mechanic .....	042771	Entry	.....	.....	.....	.....	.....	.....	.....	.....
STEAM										
Group A										
* Shop Leader-Pipefitter Welder .....	041810	16	.....	.....	.....	.....	.....	.....	.....	.....
** Pipefitter Welder Leader-138KV .....	041813	16	.....	.....	.....	.....	.....	.....	.....	.....
Pipe Shop Helper .....	041815	5	.....	6	7	8	9	10	.....	.....
Master Maintenance Journeyman .....	041456	12	.....	13	14	15	16	17	.....	.....
* Master Maintenance Journey Apprentice .....	041861	5	.....	6	7	8	9	10	11	.....
Group B										
Maintenance Repair Patrolman .....	041820	5	.....	6	7	8	9	10	.....	.....
CONDUIT										
Equipment Operator .....	041828	5	.....	6	7	8	9	10	11	.....
Equipment Supply Person .....	041838	5	.....	6	7	.....	.....	.....	.....	.....
Conduit Worker Leader .....	041847	10	.....	.....	.....	.....	.....	.....	.....	.....

\* Automatic progression to next higher classification of sequence.

\*\* Receives T-17 upon passing stainless steel test.

\*\*\* Entry level classification starts at \$12.50...\$13.70...\$14.90.

BLS  
FILE COPY

***Agreement***

*Between*

**THE DETROIT EDISON COMPANY**

*And*

**OFFICE, PROFESSIONAL AND TECHNICAL UNIT**

**LOCAL UNION NO. 223**

*of the*

**UTILITY WORKERS UNION  
OF AMERICA**



*Affiliated With the*

**AFL-CIO**

**EFFECTIVE JUNE 7, 1999**

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## **OFFICE PROFESSIONAL AND TECHNICAL AGREEMENT**

This Office, Professional and Technical Agreement, entered into June 7, 1998, and amended June 7, 1999, between The Detroit Edison Company, hereinafter referred to as the "Company", and Local No. 223 of the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the "Union", representing certain employees in the Company, sometimes hereinafter referred to as "employee" or "employees", superseding and supplanting any and all written or oral collective bargaining agreements heretofore entered into between the parties covering those employees,

### **WITNESSETH:**

**WHEREAS**, the Company is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public; and

**WHEREAS**, the existence of the Company is dependent upon the faithful carrying out of its responsibilities in serving the public; and

**WHEREAS**, the mutual responsibility of both the employees and the Management of the Company to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public; and

**WHEREAS**, both parties hereto recognize this mutual responsibility of service to the public; and

**WHEREAS**, the Company and the Union agree that one of the purposes of this Agreement is to provide a fair day's work in return for a fair day's pay; and

**WHEREAS**, both parties hereto desire to enter into an Agreement which will eliminate any reason for strikes, stoppages of work, or lockouts during the term of this Agreement and during any period while negotiations are in progress between them for any change or renewal of this Agreement,

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

## **Article 1** **RECOGNITION**

Section 1.1. *Employees Covered Under This Agreement.* a. The Company recognized the Union as the exclusive representative in matters of wages, hours, working and other conditions of employment for all employees in those classifications listed in Attachment A (OPT Election/Recognition History) to this Agreement.

b. Since the original elections and mutual recognitions referenced in Attachment A, the parties have occasionally agreed to change job titles and/or to create new job descriptions from existing classifications. Therefore, the Company also recognizes the Union as the exclusive representative in matters of wages, hours and working and other conditions of employment for all employees in those classifications listed in Attachment B (OPT Wage Rate Schedule) to this Agreement.

Section 1.2. *Application of Provisions.* Unless the context otherwise clearly indicates, all provisions of this Agreement shall apply to all employees covered by this Agreement.

Section 1.3. *Agency Shop.* All employees covered by this Agreement, who at the time of signing this Agreement are members of the Union in good standing, or shall hereafter become members of the Union, shall remain members in good standing for

the term of this Agreement as a condition of employment, except as otherwise provided herein. After the signing of this Agreement, when employees are first employed in a classification covered by this Agreement they must, as a condition of employment, arrange within their first thirty (30) days of such employment to either (1) become a member of the Union in good standing, or (2) to make payments (hereinafter referred to as substitute payments) to the Union of amounts equal to the uniformly required monthly dues they would have paid if they were members. The term "substitute payments" shall not include initiation fees which are not required of a non-member. The failure of employees to (1) maintain their membership in the Union in good standing or (2) to make substitute payments shall result in their discharge unless membership was terminated for reasons other than failure of the employees to tender initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. An employee may resign from membership by sending notice thereof in writing to the President of the Local Union by registered mail, return receipt requested.

*Section 1.4. Assignment and Authorization for Deduction of Initiation Fee, Dues, Substitute Payments, COPE Contributions, and Assessments.*

a. The Company will, hereafter, with respect to each employee who has individually and voluntarily authorized such deduction in writing in a form acceptable to the Company, deduct from the wages due an employee his/her membership dues or substitute payments, including:

- (1) A duly authorized uniform initiation fee assessed by the Union.
- (2) Duly authorized membership dues (including such general assessments as may be a part thereof) levied by the Union.

(3) Substitute payments.

(4) Committee on Political Education (COPE) Contributions.

Any such authorization may be revoked at any time by the employee sending notice to the Paymaster of the Company by registered mail, return receipt requested. The Paymaster will promptly notify the Union of any such revocation by forwarding a copy of the revocation. As a convenience, the Company will continue to deduct dues of an employee transferred to a classification not covered by this Agreement during his/her trial period of six (6) months. The authorization will be automatically canceled when employment in the Company is terminated for any reason, or six (6) months after an employee is so transferred. If such an employee returns to a bargaining unit during the term of this Agreement, he/she must, within thirty (30) days thereafter, again become and remain a member of the Union in good standing.

b. The Company will remit to the Treasurer of the Union by the 10th day of each month the dues, substitute payments, COPE contributions, initiation fees, and general assessments deducted from employees' wages in the preceding month. If no pay is due an employee, or if for some other reason deductions are not made at the agreed times, the Company will attempt to make the overdue deductions later in the same month, if possible, after which the Company will not be responsible.

c. Duly authorized and uniform initiation fees, substitute payments, COPE contributions, and dues (including such general assessments as may be a part thereof) shall be in the amounts certified in writing to the Company over the signature of two (2) officers of the Local Union.

## Section 1.5. *Successor Agreements.*

### a. Successor Clause

- (1) **Internal Sale or Transfer** - In the event the Company changes ownership of all or a part (i.e., a part employing permanent, full time bargaining unit employees) of its existing corporate operations by the sale or transfer of such operations to an existing or a newly created subsidiary or corporate affiliate, the applicable Collective Bargaining Agreements shall be binding on any such subsidiary or affiliate.
- (2) **External Sale of Transfer** - In the event the Company sells, or otherwise divests itself of all or a part (i.e., a part employing permanent, full-time bargaining unit employees) of its corporate operations in any transaction where the collective bargaining agency and the rights of union represented employees are or may be affected, the transaction will be conditioned on the purchasing entity agreeing to recognition of Local 223 and, at a minimum, assumption of the arbitration, seniority, job retention, wage, benefit and pension provisions of the then existing Collective Bargaining Agreements. Such purchaser and the Union will negotiate to retain and/or modify other existing applicable Agreement provisions, and any other matters appropriate for such negotiations. Any disputes regarding which terms, if any, of such Collective Bargaining Agreements are not applicable must be resolved between the Union and the new or restructured entity by arbitration. It is the intention of the Company and the Union that such disputes be resolved expeditiously. Prior to closing, the Company will furnish Local 223 a minimum of 60 days notice of any transaction covered by the provisions of (1) and (2) above.



- b. **Worker Transition Program** - The Company commits to developing jointly with Local 223 an industry worker transition program which shall provide skills upgrades, apprenticeships and training programs, voluntary separation packages consistent with reasonable business priorities, and job banks to coordinate and assist placement of Local 223 members into comparable employment at no less than their current wage rates and current or substantially equivalent fringe benefits. It is the Company's further intention to seek recovery of the cost of such worker transition programs as a transition cost as permitted by applicable restructuring legislation and MPSC restructuring orders.
- c. **Future Employment** - In the event the Company, DTE Energy and/or any DTE affiliates, purchases or merges divisions, business units, or generating stations or generating units with any entity in the electric utility business anywhere in the United States, and additional employees are required, the Company shall offer employment to members of Local 223 who are qualified, but have been displaced from employment at Detroit Edison, provided that such employment offer is consistent with any then existing labor agreement covering the acquired or merged facility or business unit. In the event that DTE Energy acquires or merges with an entity where the employees are not represented by a union, the Company and Local 223 agree to conduct themselves in any union representation elections pursuant to the Memorandum of Understanding between the parties regarding union representation elections.
- d. **Duration of Successor Agreement Selection** - This Successor Agreement Clause does not diminish the wages, hours working or other conditions of employment under existing or successor collective bargaining agreements. Also, this

Successor Agreement Clause does not alter the rights and responsibilities of the parties in negotiations for successor collective bargaining agreements, except that the provisions of this clause will continue in effect until January 1, 2008 unless changed by mutual agreement.

## **Article 2**

### **JOINT RESPONSIBILITIES**

Section 2.1. *No Strike - No Lockout.* It is agreed by and between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, picketing, or lockout during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the continuance or renewal of this Agreement. The Company agrees, as part of the consideration of this Agreement, that neither the National Union, the Local Union, its officers, nor agents shall be liable for damages for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of work in the respective bargaining units covered by this Agreement, if:

a. The Union gives written notice to the Company as soon as possible, in any event within eight (8) hours after notification by the Company, copies of which notice by the Union shall be posted immediately by the Union on the bulletin boards, that it has not authorized the stoppage, strike, slowdown, or suspension of work; and if

b. The Union further cooperates with the Company in getting the employees to immediately return and remain at work. It is recognized that the Company has the right to take disciplinary action, including discharge, against any employees who engage in any unauthorized stoppage, strike, intentional slowdown, or suspension of work, subject to the Union's right to present a

grievance on such discipline in accordance with Articles 4, 5, and 6 of this Agreement.

Section 2.2. *No Coercion.* Neither the Company nor the Union shall interfere with, restrain, or coerce employees either to join or refrain from joining the Union.

### **Article 3 RESPONSIBILITIES OF THE MANAGEMENT**

The Company shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause; subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.

### **Article 4 GRIEVANCE PROCEDURE**

Section 4.1. *Union and Company Representatives.* The Union will furnish the Company with the names of its duly appointed or elected representatives and their alternates, and members of its Grievance Committee in each bargaining unit (and such changes as may occur from time to time in such personnel), within five (5) days of their appointment or election, so that the Company may at all times be advised as to the authority of the individual Union representatives with whom it may be dealing. Likewise, the Manager of Employee and Labor Relations will furnish the Union the names and/or titles of Company officials designated to settle or decide grievances at Steps 1, 2 and 3 as set forth below.

Section 4.2. *Grievances. a. Discussion with Immediate Supervisor.* Should any disagreement arise between any employee or employees covered by this Agreement and the Company, it shall be deemed a grievance. It shall be discussed by the employee or employees and his/her or their immediate supervisor, either personally, or with or through his/her or their Union representative. (If the disagreement involves the issuance of an Oral Reminder or a Written Reminder, the discussion will also include at least the second line supervisor.) If not resolved at this discussion stage, these disciplinary issues will go directly to Step 3.) No grievance that has been discussed with or through a Union representative will be adjusted unless a Union representative is present or has been offered the opportunity to be present. The immediate supervisor will have ten (10) days exclusive of Saturdays, Sundays and holidays from the date the grievance is first discussed to provide a verbal answer to the grievant and/or Union representative. If such an answer is not given within the required ten (10) days, the grievance may be appealed to Step 1 without a verbal answer from the immediate supervisor. It is understood that all settlements and/or answers at this discussion level are without prejudice or precedent to the Company or the Union and either party may take an entirely different position if the grievance is appealed to Step 1. It is further understood that no employee will leave work for the purpose of discussing a grievance without first obtaining permission from his/her supervisor and being properly relieved. The Company, except as otherwise agreed, will pay not more than one aggrieved employee and one Union representative for time necessarily lost from regular working hours while discussing such grievance with the supervisor.

b. *Step 1.* If the grievance is not settled by discussion with the immediate supervisor, the procedure shall be as follows (written decisions shall be handed or mailed to the Union in the time limits designated below unless the limits are waived or extended by the Union):

The grievance shall be promptly, and in a clear manner, placed in writing and signed by the authorized representative or representatives of the Union, and submitted to the designated Company official who is authorized to issue written answers to or otherwise resolve Step 1 grievances submitted by the grievant. If the written grievance is not so submitted within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) of the action of the Company causing the disagreement, it will be considered to no longer exist.

The Company official so designated to whom the Step 1 grievance is presented, or someone delegated by the Company official with authority to settle or decide the grievance shall, unless otherwise agreed to by the Union, convene a Step 1 meeting of the parties within twenty (20) days (exclusive of Saturdays, Sundays and holidays) of receipt of the written grievance. Using the Interest Based Bargaining (IBB) process, the parties will make a good faith effort to resolve the grievance at this Step 1 meeting. Labor Relations will facilitate these Step 1 discussions and will record the resolution reached by the parties. If the grievance cannot be settled using the IBB process, the written grievance will be immediately assigned a grievance number by Labor Relations.

It is understood that, unless otherwise agreed to in writing, all settlements and/or answers at Step 1 are without prejudice or precedent to the Company or the Union and either party may take an entirely different position if the grievance is heard at Step 3.

c. *Step 2.* A designated Manager or Vice-President shall receive a copy of those grievances from his/her area of responsibility which have been appealed to Step 3. Where appropriate, this Management person may request his/her direct reports to again IBB the grievance, possibly including others not previously involved or will take whatever other action, if any, he/she believes is necessary. It is understood that unless

otherwise agreed to in writing, all settlements as a result of this Step 2 review are without prejudice or precedent to the Company or the Union.

d. *Step 3.* If the resolution is not reached at Step 1, the Secretary or the President of the Local Union may, within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) after the date of the IBB session submit the grievance in writing to the President of the Company and the Step 2 designated Manager or Vice-President. If the grievance is not so submitted to the President within such twenty (20) days, it will be considered to no longer exist. The President of the Company, or the President's Delegate with full power and authority to settle or decide the grievance, shall, after receipt of the grievance, thereupon contact the Union within twenty (20) calendar days to see if the grievance has been resolved through the Step 2 review. If not resolved, a Step 3 hearing will be scheduled at the earliest mutually agreeable time. Unless otherwise agreed, such a Step 3 hearing will take place within 45 calendar days of the Union's appeal to Step 3. The President of the Company or the President's Delegate will have ten (10) days (exclusive of Saturdays, Sundays, and holidays) from the end of the last Step 3 meeting to mail to the Local Union office and the bargaining unit chairperson, his/her decision in writing, unless the time is waived or extended by the Union. Provided, however, that if a stenographic transcript is made of the Step 3 meeting or meetings, the last meeting will be considered to have been held on the day such transcript is placed in the hands of the President of the Company or the President's Delegate.

Section 4.3. *Arbitration of Grievances.* If the Union is not satisfied with the decision of Management at Step 3 of any grievance which concerns the meaning or application of the terms of this Agreement, then the Union may submit such grievance to arbitration in accordance with Article 5 within sixty (60) calendar days after the mailing by the Company to the Local Union office

of the decision of the President or the President's Delegate at Step 3. Any such grievance not so submitted to arbitration within sixty (60) calendar days will be considered to no longer exist. Grievances which do not concern the meaning or application of the terms of this Agreement may not be submitted to arbitration, and will be considered to no longer exist. The question of whether a grievance is subject to arbitration may be arbitrated.

Section 4.4. *Persons Present.* Either of the parties may have present at the meetings provided for in the foregoing steps, any person or persons they may consider necessary to the proper consideration and settlement of the grievance. It is understood that, except as otherwise specifically agreed to in writing by the Company, not more than three (3) employees of the Union's choosing shall be paid by the Company for the time lost from their regular working hours while attending Step 1, Step 2 and Step 3 hearings and for one (1) employee while attending arbitration.

Section 4.5. *Minutes.* The Company will keep, prepare, and promptly submit to the Union minutes of each meeting held at Step 3, except as otherwise agreed, or except when a stenographic transcript is taken. If such a transcript is made, a copy of it will be promptly furnished to the Union.

## **Article 5**

### **ARBITRATION**

Section 5.1. *Submission to Arbitration.* Any grievance which may be submitted to arbitration under the provisions of either Section 4.3 or of Article 6 may be so submitted within the time limits therein provided by requesting the American Arbitration Association in writing to select an arbitrator in accordance with its voluntary labor arbitration rules and sending a copy of such request by certified mail within such time limits, addressed to the Company to the attention of its President at 2000 Second Avenue, Detroit, Michigan 48226.

**Section 5.2. *Appointment of Representatives.*** At the start of the arbitration hearing, each party shall appoint a representative who will be available to meet with the arbitrator after the hearing. Such post arbitration meetings, if any, shall be called at the discretion of the arbitrator and both the Union and Management representative will be present.

**Section 5.3. *Hearing and Decision.*** All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The decision of the arbitrator upon any question permitted by this Agreement shall be final and binding upon both parties.

**Section 5.4. *Power of an Arbitrator.*** No arbitrator shall have the power to change any of the provisions of this Agreement.

**Section 5.5. *Expenses of Arbitration.*** The fees and expenses of the arbitrator, the stenographic record, and similar incidental arbitration expenses shall be shared equally by the parties hereto.

## **Article 6**

### **GRIEVANCES IN DISCHARGE, SUSPENSION, DECISION MAKING LEAVE, AND DEMOTION CASES**

Unless otherwise agreed between the Company and the Union, prior to the discharge, suspension, decision making leave (DML), or demotion for cause of an employee, the Company will conduct a fact finding meeting with the Chairperson of the bargaining unit or, Acting Chairperson, or the Chairperson's designee. (See also Section 8.31 regarding the Supervisor's obligation to provide Union representation under other circumstances involving Positive Discipline.) Unless otherwise agreed between the Company and the Union, the Company will prepare and submit to the Union minutes of the fact finding meeting. Unless otherwise agreed between the Company and the Union, if an employee is discharged, suspended, given a DML, or



demoted for cause, the Union shall be notified of such action promptly in writing by the Company. Notice will be addressed to the Local Union President and a copy mailed to the Chairperson of the bargaining unit in which the employee was working, or in the Chairperson's absence the Vice Chairperson or Chief Steward. If the employee is not probationary, the employee or the Union may, within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) of notice to the Union, file a written grievance directly with the President of the Company to protest such action without taking the preliminary steps of the grievance procedure set forth in Section 2 of Article 4. It is recognized that such a grievance should be heard at the earliest possible time and take precedence over grievances of a different nature. Therefore, such employee shall have the right to a prompt hearing on such charges before the President of the Company or the President's Delegate, with full power and authority to sustain or alter the severity of the discharge, suspension, DML, or demotion, or to otherwise settle the grievance. The President of the Company or the President's Delegate shall report his/her decision in writing, mailed or delivered to the Local Union office within five (5) calendar days after the conclusion of such hearing. However, if a stenographic transcript is made of the hearing, the conclusion of the hearing will be considered to be the day such transcript is placed in the hands of the President of the Company or the President's Delegate. If the Union is not satisfied with the decision of the President or the President's Delegate, the Union may submit such grievance to arbitration in accordance with Article 5 hereof within sixty (60) calendar days after the date of mailing by the Company to the Local Union office of the decision on such grievance. If not so submitted within such sixty (60) calendar days, the grievance shall be considered to no longer exist. If so submitted to arbitration within sixty (60) calendar days, the power of the arbitrator shall be limited to either upholding the disciplinary action as stated in the decision of the President or the President's Delegate or vacating such disciplinary action. If the arbitrator vacates a discharge, DML, suspension, or demotion, the arbitrator shall order the employee returned to his/her former job with full seniority and compensation for all time and wages lost. The discharge, suspension, DML, or demotion of a probationary employee shall not be the subject of a grievance or arbitration.

## **Article 7**

### **SENIORITY**

**Section 7.1. *Service Defined.*** Length of employment in the Company (including the length of all previous periods of employment in the Company) shall be known as "service". Benefits, such as vacations, pay during absence, pension, and Voluntary Separation Plan are based on service.

**Section 7.2. *Seniority Defined.*** Seniority is the relationship of one employee to other employees on the same seniority list within the bargaining unit. A seniority list establishes the order by which the employees listed thereon will be considered, as provided in this Agreement, for layoffs, rehiring, promotions, and permanent transfers within the bargaining unit.

**Section 7.3. *Acquiring Seniority.*** a. Except as otherwise provided for in this Agreement, an employee acquires seniority in a bargaining unit or bargaining units by working in one or more classifications covered by a single seniority list in that bargaining unit for a continuous period of six (6) months. Seniority, when acquired, dates back to the time when such continuous employment began and accumulates so long as such employment continues.

b. An employee who has not acquired twelve (12) months of service is a probationary employee.

**Section 7.4. *Seniority Lists.*** a. The seniority status of each present employee shall be that which has been determined by the present seniority lists.

b. The Company will cooperate with the Union in working out a mutually satisfactory method of showing the seniority status of employees. The Company will furnish each month to the bargaining unit chairperson the names of those employees who have acquired seniority in the unit during the month, and send a copy to the

President of the Local Union. Seniority lists shall be brought up to date each January 15 and July 15 and posted by the Company, and one (1) copy of each list shall be furnished to the President of the Local Union and at least five (5) copies to the bargaining unit chairperson. Such seniority lists shall be deemed to be correct as to the seniority of all employees except those who question the same within twenty (20) days after such lists are posted by the Company. Employees who could not see the list at the time of posting because of illness, vacation, work assignment, or similar cause shall have twenty (20) days after their opportunity to see the list to question their position. All such objections shall be considered and processed as grievances.

c. Employees added to any of the seniority lists in the bargaining unit shall have their seniority determined as provided in this Agreement, except as otherwise agreed by the parties. When two employees start on a seniority list on the same day, the senior employee shall be the one with the longer continuous employment in the occupational group. If this does not break the tie, reference shall be made successively to cumulative employment in the division, then department and finally the Company.

Section 7.5. *Transfers at Employee's Request.* a. Employees who transfer from one seniority list to another at their own request will continue to accumulate seniority on the seniority list from which they transferred for a period of six (6) months from the date of transfer. During this six (6) month period, the employees will be on trial to demonstrate their qualifications and abilities for the work in their new classification. If found not qualified for such work by Management during this period, the employees will be returned to their former seniority list and classification without prejudice. At the end of this six (6) month trial period, if retained, the employee's seniority will be established on his/her new seniority list retroactively to the date of transfer, and the employee's seniority on his/her former seniority list will cease to accumulate but will be retained as of the date of transfer and may be exercised only in the event of layoff. The trial period may be extended by mutual agreement of the parties up to six (6) months.

b. For hardship reasons or by mutual agreement of the parties, bargaining unit employees who voluntarily transfer to other classifications or other locations, represented or non-represented, may voluntarily return to their former seniority list and classification within ninety (90) calendar days of the date of transfer without prejudice.

c. If an employee transfers to a classification not covered by this Agreement, the employee will continue to accumulate seniority on the seniority list from which the employee transferred for a period of six (6) months from the date of transfer, or longer if mutually agreed. If the employee becomes permanently assigned to the classification, the employee's seniority will be adjusted so that accumulation stops as of the initial date of the transfer. The terms of Section 1.3 (Agency Shop) apply while seniority is being accumulated. If such an employee wants his/her deduction of dues to continue beyond the period provided by Section 1.4 (Assignment and Authorization for Deduction of Initiation Fee, Dues, and Assessments) the employee must sign a statement to that effect.

Section 7.6. *Transfers by Management.* Whenever in the course of changes such as reorganization or transfers of work from one division or department to another, Management shall permanently transfer an employee from one division or department to another, and the transferred employee will be placed in the classification most like his/her previous work. New seniority lists for the classifications in which employees are placed as the result of such transfers will be made up, and all employees on these new lists will have their respective seniorities adjusted to include all service with the Company in the classification and all like classifications, except that where seniority has been terminated, prior service shall not be included unless otherwise agreed.

*Section 7.7. Temporary Assignments.* An employee who is assigned to a classification on another seniority list on a temporary basis will not accumulate seniority on that list. However, if the assignment is continuous and the vacancy is posted as a permanent vacancy, the employee's seniority, if the employee is selected to fill the permanent vacancy, will be established on his/her old and new seniority lists as of the date of the temporary assignment.

*Section 7.8. Incapacitated Employees.* An employee represented by the Union who becomes incapacitated for his/her regular work may be placed at any work the employee can do without regard to the seniority provisions of this Agreement, and upon recuperation shall be returned to his/her former classification or the classification the employee would be entitled to through qualifications and accumulated seniority. The seniority of such an employee will accumulate only on his/her former seniority list.

*Section 7.9. Leave of Absence.* An employee on leave of absence will continue to accumulate seniority, and at the termination of the leave, the employee will be returned to his/her former classification or, if that classification no longer exists, to the classification the employee is entitled to by qualifications and seniority, provided he/she is able to perform its duties. The terms of Section 1.3 (Agency Shop), apply while seniority is being accumulated.

*Section 7.10. Seniority of Employees Promoted to Supervisory or Staff Positions.* If an employee is or has been promoted from a classification covered by this Agreement to a supervisory or staff position and is thereafter transferred back through a layoff, the employee's seniority will be the seniority the employee had at the time of promotion reduced by one (1) day for each day the employee has been out of the bargaining unit beyond six (6) months. The rules for accumulation of seniority, as set forth in Section 7.5, shall apply to these promotions.

Section 7.11. *Layoffs or Reductions.* a. Notwithstanding any other provision of this Agreement, if the Company finds it necessary to lay off or reduce an employee or employees from a classification or a seniority list, the Company will notify the Local Union President of the matter in writing and will negotiate with the Union to formulate a program for spreading the work, transferring employees, or taking some other appropriate action including but not limited to monetary incentives to allow employees in affected classifications to voluntarily leave the Company, retraining to allow employees to qualify for other jobs, temporary placement into other jobs at other locations and temporary placement into special projects. If the parties are unable to agree on such a program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply.

b. If it becomes necessary to reduce the force by laying off employees from any seniority list, the employee with the least seniority on that list shall be laid off first, provided that employee can be replaced with a qualified employee having higher seniority. However, employees who are performing below expectations on their overall performance rating are subject to layoff without regard to seniority.

c. Any employee who is being laid off from a seniority list may, at his/her own request, use seniority the employee retains on any other seniority list to displace an employee on such other seniority list whose seniority is less than his/her own thereon; or to displace any probationary employee in his/her bargaining unit, provided, in either case, that the employee is qualified to perform the work available. Any employee who thus transfers and displaces a probationary employee or a junior employee on some other seniority list will retain his/her seniority indefinitely on the seniority list from which the employee was laid off. In case the employee is restored to the seniority list from which the employee was laid off, his/her seniority on the list from which the employee was laid off shall include the time spent on the seniority list or lists to which the employee was transferred during the period of layoff. And, if restored to the seniority list from which the employee

was laid off, the employee will be given no seniority credit on the list or lists to which the employee was assigned during the period of layoff.

d. The Company will attempt to place any employee who is being laid off from his/her seniority list at work he/she is qualified to do in his/her own or other departments before hiring new employees for such work from outside the Company. If placed, the employee's seniority on the list from which the employee was laid off will be retained and accumulate in the same manner as if the employee had replaced a junior employee under Paragraph c of this Section 7.11.

e. If the affected employees have not been placed under Paragraphs a, b, c, or d of this Section 7.11, the employees will be offered work currently being performed by contractors which they can perform or be expected to perform with reasonable training. To meet this end, the parties commit to discuss and reach mutual agreement on how to accomplish the above.

f. An employee who meets expectations and is laid off from employment in the Company, and is later hired into a lower classification (while the employee still has recall rights) will retain his/her seniority indefinitely on the list from which the employee was laid off. In case the employee is later restored to the seniority list from which the employee was laid off, his/her seniority on the list from which the employee was laid off shall include the time spent on the other seniority list or lists during the period of layoff and, if restored to the seniority list from which the employee was laid off, the employee will be given no seniority credit on the list or lists to which the employee was assigned during the period of layoff, and the employee shall be given no seniority credit anywhere for the period of unemployment from the Company.

g. An employee is not entitled to reimbursement by the Company for expenses incurred by the employee in accepting work under this Section 7.11.

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h. An employee who meets expectation and is laid off from employment in the Company will retain his/her seniority on the list from which he/she was laid off and will have recall rights for a period of time equal to his/her seniority on that list, or for five (5) years, whichever is the lesser. If not recalled or hired into a lower classification during this period, the employee's seniority shall be terminated.

i. Qualified employees who have been laid off from any seniority list and retain seniority thereon under this Section 7.11, who are able to return to work, will be called back in the reverse order of their layoffs, except that an employee who had been retained outside of seniority order because the employee had been a Union representative who is subsequently laid off will be called back in the order which would have applied to the employee if the employee had not been a Union representative.

j. Should it become necessary for the Company to reduce for a period which it appears will be six (6) months or more the number of employees in a classification at a work location:

- (1) The employee in that classification with the least seniority on the seniority list covering the classification affected and employed at the work location in question will be displaced first, provided the employee can be replaced, if necessary, with a qualified employee having higher seniority.
- (2) Such employee may, if qualified, displace an employee on the same seniority list employed elsewhere in his/her own classification whose seniority is less than his/her own thereon, or such employee may, if qualified, displace an employee in some other lower-rated classification on the same seniority list employed elsewhere or at the same location whose seniority is less than his/her own thereon.



k. For the purposes of layoffs or involuntary transfers or work assignments when seniority is a factor, an elected or appointed Union representative as listed below will be considered as being at the top of his/her seniority list, provided the pending layoff, involuntary transfer or change in work assignment would interfere with his/her job-related contract administration duties. If this paragraph is applied to prevent the layoff of any employee from his/her classification or seniority list because he/she is an elected or appointed Union representative, and such employee shall thereafter lose his/her status as an elected or appointed Union representative, the following will be done:

- (1) Such former elected or appointed Union representative shall resume his/her proper status on his/her seniority list.
- (2) Employees who have greater seniority on such seniority list than such former elected or appointed Union representative and who (a) were displaced from their classification or from such seniority list while the employee served as an elected or appointed Union representative and (b) have remained continuously with the Company in some other job classification or have been rehired under Paragraph f of this Section 7.11, shall be offered, in descending order of accumulated seniority, from high to low, the opportunity to replace such former elected or appointed Union representative.
- (3) If such employee accepts the offer, the employee lowest on the seniority list as it exists after such offer is accepted shall have the provisions of this Section 7.11, applied to him/her.
- (4) If any employee to whom such offer is made declines the same, the employee shall lose all rights, except recall rights, to return to the job from which the employee was displaced.

- (5) This Paragraph k of this Section 7.11 shall not apply in such a way as to require Management to offer the above opportunity to any employee other than those covered by this Paragraph k (2) of this Section 7.11 and
- (6) This Paragraph k of this Section 7.11 shall not be construed to give any employee who shall hereafter become an elected or appointed Union representative any right to return to any classification or seniority list from which he/she has been laid off or displaced.
- (7) For the purpose of applying this Paragraph k of this Section 7.11, elected or appointed Union representatives shall be ranked at the top of their seniority lists in the following order:
1. Local Union President
  2. Local Union Vice President
  3. Local Union Secretary
  4. Local Union Treasurer
  5. Union EAP Representatives
  6. Bargaining Unit Chairperson
  7. Bargaining Unit Vice Chairperson
  8. Bargaining Unit Chief Steward
  9. Bargaining Unit Secretary
  10. Bargaining Unit Treasurer
  - \*11. Bargaining Unit Bargaining and Grievance Committee
  12. OPT Area Committee Person
  - \*13. Elected Stewards
  - \*14. Elected Safety Committee Members
  15. Local Union Safety Director

**\*If two or more in this category are on the same seniority list, regular seniority will break the tie.**

(8) If said layoffs or involuntary transfers reach to the top of said seniority lists the Union representatives in the following Union Offices will not be laid off from nor involuntarily transferred from the bargaining unit while they hold one of said offices unless all of the employees of the entire bargaining unit are first laid off from or involuntarily transferred from said bargaining unit:

1. Local Union President
2. Local Union Vice President
3. Local Union Secretary
4. Local Union Treasurer
5. Bargaining Unit Chairperson

1. An employee with ten (10) years or more of Company service who is being laid off from his/her classification in accordance with the seniority practices of the bargaining unit, who cannot be placed under the seniority practices of the bargaining unit or Paragraphs c, d, or j of this Section 7.11 may, if the employee meets the qualifications required to enter such job, elect:

- (1) To use his/her bargaining unit seniority to displace an employee with less bargaining unit seniority in another job with the same or a lower pay grade in his/her bargaining unit, even though the employee has no seniority in such job, or, if there is no such employee,
- (2) To use his/her Company service to displace from another job with the same or a lower pay grade an employee represented by the Union in another bargaining unit who has less than six (6) months Company service.
- (3) If an employee has no alternative to being laid off and is laid off following the foregoing application of this Section 7.11, such employee, if qualified, will be given first consideration before new employees are hired into classifications covered by this

Agreement. Failure of employees to avail themselves of any such opportunity shall not prejudice their recall rights under Paragraph h of this Section 7.11.

m. This Section 7.11, does not in any way alter the force and effect of Section 10.8 (Voluntary Separation Offer).

Section 7.12. *Termination of Seniority.* Seniority will be terminated in cases of (a) resignation, (b) discharge for cause, including absence for three (3) consecutive workdays without notice (unless failure to give notice is beyond the employee's control), (c) expiration of recall rights, or (d) failure to reply (unless failure to reply is beyond the employee's control) within five (5) days to a notice of recall to work, sent by registered mail return receipt letter to the last address furnished in writing to the Company by the laid-off employee. If seniority has been terminated, the Company has no further obligation to offer re-employment but, if a former employee without seniority is re-employed, his/her seniority status will be that of a new employee, unless otherwise agreed by the parties hereto.

Section 7.13. *Trial Period.* a. Except as otherwise provided in Paragraph c of this Section 7.13, every employee who begins employment for the first time in a classification in the bargaining unit shall be on trial for a period of six (6) months from the first day of his/her continuous employment in that classification to demonstrate his/her abilities and qualifications for such work. If the employee shall be found not qualified by Management during this six (6) month period, he/she shall be returned to his/her former classification, if any, without prejudice. In the event of disagreement concerning the employee's ability or qualifications, except in the case of a probationary employee, the matter may be processed through the grievance procedure up to the President of the Company, or the President's delegate, whose decision shall be controlling, except that the question of whether the Management's action has been arbitrary or discriminatory may be submitted to arbitration in accordance with Article 5 of this Agreement.

b. In the case of a probationary employee, or one who is rehired into a classification in which he/she has no seniority, termination of employment shall not be the subject of a grievance or arbitration. Otherwise, such an employee shall have the full benefit of the grievance procedure under Articles 4 and 5.

c. (Exception to paragraph a of this Section:) Both parties recognize that in some instances six (6) months may not be a sufficient period of time in which to adequately judge the qualifications and abilities of an apprentice in training. In the event an apprentice in training does not pass required classroom work, he/she will be permitted one (1) repeat session for each course failed during each term of the training program provided he/she is otherwise progressing satisfactorily. Should a second attempt in any course also result in failure, the apprentice may be dropped from the training program and classification. If such employee, because of classroom work or on-the-job performance, is found not qualified after having been longer than six (6) months in the training program, he/she shall be returned to his/her former classification, if any, and he/she will be credited with an additional six (6) months of seniority in his/her former classification. If such employee has no former classification to which he/she can be returned, the Company will attempt to place him/her on other work which he/she is qualified to perform; but, in such event, he/she will not be credited with seniority in the newfound classification.

## **Article 8**

### **WORKING CONDITIONS**

Section 8.1. *Bulletin Boards - Union Business on Company Time or Property.* a. Bulletin boards will be made available to the Union by the Company and such bulletin boards will be erected at designated places agreeable to the Union and the Company for the purpose of posting Union notices relating to meetings, entertainment, health, safety, and other non-controversial items of interest to the membership.

b. The members of the Union will not discuss strictly Union business to the extent that work is interfered with, nor will they solicit members, nor attempt to influence employees on Company time or property during working hours. This Paragraph b of this Section 8.1 is not to be interpreted as prohibiting solicitations on an employee's own time, such as lunch and break periods.

Section 8.2. *Full-Time Employment.* The Company agrees that any employee, other than a part-time or seasonal employee, who is scheduled to work on the first day of his/her work week, will be guaranteed pay at straight time for forty (40) hours that week, provided the employee reports for work and is in condition to work. This does not preclude suspensions or discharges for just cause, or layoffs as provided in Section 8.24 hereof. It is understood that in case of a shortage of work in his/her own group the employee will do any work assigned which the employee is capable of performing.

Section 8.3. *Work Sharing.* Allocation of work to other groups than those which are regularly assigned to do it shall never be on an arbitrary basis, and the department involved will discuss with the chairperson of the bargaining unit or his/her substitute, as far in advance as possible, any unusual allocation.

Section 8.4. *Outside Contractors.* a. If Management proposes to contract work which is regularly and customarily done by the employees in a bargaining unit, and such contracting appears to threaten their security of employment, the chairperson or chief steward of the division will be given prior notice thereof.

b. Work will not be contracted out for the purpose of laying off or reducing in classification employees who regularly and customarily do such work. (Reference: Letter by William G. Meese dated June 19, 1969.)

Section 8.5. *Safety.* a. The Company and Union will cooperate in placing in effect and maintaining safety rules and practices. These safety rules and practices and the OSHA and MIOSHA laws governing health and safety shall be complied with by the Company, the employees, and the Union.

b. In order to meet our shared interests of assuring the health and safety of the workforce, the parties agree to the importance of effective joint health and safety committees and agree such committees will meet on Company time. To achieve an environment in which joint health and safety committees operate effectively, the parties further agree to create a Joint Steering Committee to develop and implement a health and safety committee process. A part of the Joint Steering Committee's activities will be to:

- (1) Determine the expected purpose and accountabilities of the joint health and safety committees.
- (2) Determine the most effective committee structures, relationships and accountabilities.

c. The Company is committed to and will continue to furnish properly fitted safety clothing and equipment as customarily furnished, and as safe and comfortable working conditions as practical under conditions existing at the time will be maintained.

d. The Company commits that its efforts, in full concert with Local 223, to protect the safety of employees will not diminish in any way as a result of the passage of electric utility restructuring legislation and the issuance of restructuring orders by the MPSC.

Section 8.6. *Minimum Pay Allowance.* a. A minimum pay allowance equivalent to four (4) hours at straight time, including such travel time as is allowed herein, will be paid an employee who reports at the Company's request for work entirely outside and not continuous with

his/her regular work period. The continuity of an overtime period with the regular work period or the continuity of an overtime period shall not be considered to be interrupted by time out for eating a meal, even though such time is not paid.

b. The guarantee of a minimum allowance shall apply only to the first two (2) call-ins on any workday or off day.

Section 8.7. *Moving Expenses.* a. If the headquarters of an employee is changed at the Company's request and it is necessary to change the employee's residence, the Company will pay the necessary moving expenses upon receiving a receipted moving bill from the employee within one (1) year of the date of change of headquarters (unless the time is specifically extended by Management in writing). When the employee submits his/her receipted moving bill, the employee will be given an additional sum of money to offset other relocation expenses he/she may have incurred. That sum shall be the current per diem allowance (reference Section 8.16) times thirty (30). Such an employee will be given as much notice as practicable to permit the employee to arrange living quarters in the new locality. However, a change of headquarters because an employee applied for a job at a different location or headquarters or upon a job more than thirty (30) days after layoff is not a change at the Company's request.

Section 8.8. *Job Descriptions, Wage Benchmarking, and Pay Rate Negotiations.* a. It is understood and agreed that Management reserves the exclusive right to determine the duties of any classification.

b. Management will furnish the President of the Union with copies of job descriptions (including titles and qualifications such as licenses, degrees, and course requirements) for all classifications covered by this Agreement. Should the Company contemplate (1) implementing a new classification or (2) substantially changing an existing classification, the Company will advise the President of the Union of such changes at least thirty (30) days prior to the proposed effective date of such



changes. During this thirty (30) day period, the Union and the Company will enter into negotiations in an attempt to reach agreement on such changes, including whether such changes were substantial.

c. If the Union does not believe a job description for a Union represented classification, either an existing job description or one newly brought under the Agreement, accurately reflects the significant duties and responsibilities of the classification, the President of the Union will so advise the Company's Director of Labor Relations. The Director of Labor Relations will arrange a meeting with all the necessary parties to attempt to reach agreement on a revised job description and whether such changes are substantial.

d. If Management creates a new classification and they want to post and fill such a new classification as soon as possible, the parties will attempt to reach quick agreement on a tentative pay rate and job description for such a classification. If agreement cannot be reached, Management's proposed pay rate and job description will be put into effect. However, within six months after such a new classification becomes operational, the process in Paragraph e of this Section 8.9 will be followed.

e. Direct negotiations between the parties will be used to determine the pay rate of any classification covered by this Agreement provided the classification is (1) a new classification, (2) a classification which is brought within the jurisdiction of this Agreement, or (3) a classification already covered by this Agreement, the duties of which have been substantially revised. In direct negotiations, a joint Negotiating Committee will first attempt to reach agreement on slotting the job into existing jobs in the Agreement which have been previously benchmarked through wage surveys. If such agreement cannot be reached, Management will assign a tentative pay rate and the parties will submit the classification to a joint Benchmarking Committee. Unless otherwise agreed, the parties will conduct a wage survey for any new job, substantially changed job, or any classification brought within

the jurisdiction of this Agreement at least once during the term of this Agreement. The survey will be conducted using a mutually agreed-to third party and follow the basic agreements reached by the parties in completing their extensive 1998 wage survey. The Benchmarking Committee will report their findings to the Negotiating Committee. The parties will then attempt to negotiate a final pay rate. If not resolved through negotiations, the pay rate proposed by Management shall be put into effect, subject to the Union's right to request mediation of the issue. If not resolved in mediation, the Union has the right to process a grievance through arbitration. The arbitrator's decision will be confined to the reasonableness of the process used by Management to determine the pay rate.

f. It is the intent of the parties that all employees be paid within the pay rates established by the above process. However, if a pay rate for a classification is reduced through the above process, an incumbent's pay will not be reduced. Rather, the incumbents will be brought within the established pay rates through the use of lump sums instead of General Increases being given to others in the same classification who are within the established pay rates.

*Section 8.9. Temporary Assignment to a Higher-Rated Classification.* Employees may be eligible for a temporary increase in base pay or a lump sum payment when their roles are changed. A change-in-role is defined as assuming a position with different levels of responsibility and/or assuming a position that requires different skills. Seniority will be considered when selecting volunteers for these change-in-role assignments as worked out by Management and the Union. No employee shall be forced to accept a change-in role assignment.

- (1) When determining the appropriate type and amount of pay adjustment, consideration should be given to:
  - The relative position of the employee's pay when compared to the maximum pay of the new position.

- The relative position of the maximum pay of the employee's current position when compared to the maximum pay of the new position, and
  - The degree to which the levels of responsibility or skills required are different from those required of the employee's present role.
- (2) To be considered for a pay adjustment, the expected duration of a temporary assignment must be at least 3 months.

**Section 8.10. *Temporary Assignment to a Lower-Rated Classification.*** An employee assigned temporarily to a lower-rated classification shall not be reduced in classification or pay during such assignment.

**Section 8.11. *Work Done by Supervisors.*** The primary function of a supervisor is supervision. Supervisors will not do work of employees covered by this Agreement except that customarily done. It is not the Company's intention to use supervisors to displace or replace bargaining unit employees. This shall not preclude the supervisor working in an emergency or occasionally working to meet the customers' needs.

**Section 8.12. *Medical Examinations.*** If medical examinations are required by the Company for an employee, they shall be at the Company's expense. Written reports of such examinations will be given to an employee, upon request from the employee, except where the examination is a routine pre-hire examination for someone new to the Company, or an examination to determine if an employee who has been absent is ready to return to work, or in first-aid situations not requiring medical attention beyond first-aid. If such employee is not satisfied with the conclusions of said examinations required by the Company, when such conclusions affect his/her status as an employee, the employee may, at his/her own expense, submit a report obtained from a doctor of his/her own choosing for consideration by the Company. If the

Union believes the action taken by the Management after such consideration is arbitrary, it may process the case through the grievance procedure, including arbitration.

Section 8.13. *Employees' Cars.* a. Generally, no employee shall be required to use his/her car in the performance of his/her work or when traveling from job to job in the Company. Employees' cars used for Company business with the Management's consent shall be paid for at the rates established by the Management on a Company-wide basis. If an employee does not wish to rent his/her own car to the Company, the Company will furnish means of transportation as required. Periodically, Management will review with the Union, if the Union requests such review, the line of reasoning followed in establishing the aforesaid rates.

b. As an exception to Paragraph a of this Section 8.13, employees in the following classifications are required to own or lease a car and to use such a car in the performance of their job, including traveling from job to job and home to job.

- (1) Analyst - Business
- (2) Associate Planner - Planning and Design
- (3) Facilitator - Instructor Operations and Storm Training
- (4) Facilitator - Real Estate/Rights of Way
- (5) Planner - Lines
- (6) Planner - Planning and Design
- (7) Senior Technician - Planning
- (8) Senior Technician - System Underground
- (9) Photographer

As the needs of the Company necessitate, Management may, after discussing the matter with the Bargaining Unit Chairperson, add other classifications to the above list. Also, after discussing the matter with the Union, the Company may for sound business reasons, provide Company vehicles to employees in the above classifications.

Section 8.14. *Reimbursable Expenses.* a. If an employee properly notifies the Company of reimbursable expenses incurred by him/her, the employee shall be reimbursed for such expenses not later than twenty (20) calendar days following such notice.

b. The Company will reimburse employees for the required fees to obtain or renew any Company required licenses, except standard driver's license.

Section 8.15. *Travel Within the Company Service Area.* a. Except as otherwise specifically stated in this Agreement, if an employee is asked to report at or quit from a location within the Company service area other than the employee's regular headquarters or Mt. Clemens/Shelby work area, the employee will, in each case, be given transportation costs and a travel time allowance equal to the time required to travel between his/her home or regular headquarters or Mt. Clemens/Shelby work area and the job, whichever is the least.

b. If such an employee is authorized to drive his/her car, the actual mileage between the job and home, but not to exceed the distance between the job the employee's regular headquarters or work area, will be considered as mileage on Company business.

c. In addition to normal overtime pay, an employee who timely reports for an "at-once" overtime assignment will receive the following additional compensation:

- (1) If an employee is called to report, at a location other than the employee's regular headquarters, for work "at-once" on an off-day or entirely outside the employee's scheduled hours, all time and transportation expense, including that between the employee's home and the job and back home, shall be at the Company's expense. The employee is expected to report as soon as possible, unless the employee is instructed to report at a later specified time within two (2) hours. Time shall start with the time of call

and shall include the time required to reach home afterward. If the work continues on into the employee's scheduled hours, only time and transportation expense to the job will be allowed.

- (2) If an employee is called at home and accepts an "at-once" overtime assignment requiring the employee to report to his/her regular headquarters, the employee is expected to report as soon as possible. Provided the employee actually reports to work within one (1) hour, the employee will receive a travel time allowance of one (1) hour, at the applicable overtime rate (backed up from the time the employee arrives at his/her regular headquarters), an additional one (1) hour from the job back home, and round trip mileage from his/her home to his/her regular headquarters. However, if the work continues into the employee's next scheduled work period, only the one (1) hour travel time allowance from the home to the job and only the mileage from the employee's home to his/her regular headquarters will be paid. Further, all paid time will be considered as worked time, except qualification for rest time (reference Section 9.11) will be based on the actual time the employee is called at home and the actual time required to reach home after the job is completed.

d. Exempt employees who are called into work entirely outside of and not continuous with their regular work schedules will be paid for all hours worked at the straight-time rate.

*Section 8.16. Overnight Lodging and Meals.* If an employee who regularly works at one location is directed by the Management to report temporarily to another location within the Company service area, which assignment makes it necessary for the employee to remain away from home overnight and to purchase meals, lodging, and transportation, such necessary expense will be paid by the Company upon the approval of the employee's supervisor, it being understood that an employee who prefers to disburse the necessary expense

himself/herself has the option to do so. Each employee so affected shall be notified of such assignment before being released from work on the previous day, except in emergencies. On such an assignment, travel time and transportation between such temporary headquarters and the employee's regular headquarters shall be at Company expense once each week. As an alternative to documented expense reimbursement an employee may elect to accept a per diem allowance of \$64.30 per day for each day when the employee reports and quits on the job working the *customary eight (8) hours per day, said per diem allowance to cover all meals, lodging, travel time and transportation.*

**Section 8.17. Meals.** When an employee hired before June 1, 1999, is required to work outside of a prearranged eight (8) hour work period on a workday or off-day, the employee will be entitled to a meal or meal money allowance to be furnished by the Company, subject to the following conditions:

- (1) After two (2) hours of such work which is connected before or after an eight (8) hour work period on a workday or off-day (for the purpose of this Section 8.17, such work will be considered as "connected" even though there may be unpaid time out for eating); or
- (2) When such work is not connected to an eight (8) hour work period on a workday or off-day and is not subject to a minimum pay allowance (Section 8.6), a meal will become due if the employee is at work six (6) or more hours after the normal quitting time of his/her last eight (8) hour work period,  
except that,  
Meals or meal money allowances are not to be paid for such work on an off-day unless an employee is called out to report for such work with notice of two (2) hours or less.
- (3) After a meal is due under (1) or (2), if such work continues, additional meals will become due at intervals of five (5) hours,  
except that,

For working a double shift (two connected standard eight (8) hour work periods), only two (2) meals will be furnished or paid for,  
and

No meals will become due during a standard eight (8) hour work period unless the employee has worked continuously (unpaid time out to eat does not break the continuity) for a period which started three (3) or more hours before the normal starting time of that standard eight (8) hour work period.

but

For the employee's convenience, a meal which becomes due prior to the standard eight (8) hour work period may be postponed and taken during such work period.

- (4) If a meal is due and the Company does not furnish it, the Company will give the employee an allowance of \$10.00.
- (5) Time out from work for eating will not be paid for unless the time out is fifteen (15) minutes or less.
- (6) Where a Company restaurant is available, meals provided for herein may be furnished while the restaurant is open (maximum cost of \$7.50); otherwise, such meals will normally be eaten at the times specified above. However, the Company may shift the meal time by up to one (1) hour before it is due or one (1) hour after it is due.
- (7) In any event, meals as referred to herein will not be due more often than once every five (5) hours.
- (8) Time spent for training pursuits is not considered as work for the purpose of this Section.
- (9) No more than two (2) meals will be allowed in a workday.



Section 8.18. *Mutual Time Exchange.* a. Two (2) employees of the same classification, by mutual agreement, may exchange several hours of their respective work periods or may arrange an exchange of scheduled work periods or off-days, if permission is obtained from their supervisor twenty-four (24) hours in advance, or less if the request arises because of an emergency.

b. If the Union certifies, in writing, to the Company that a majority of the employees in a bargaining unit desire that the work schedules of the group in which the Bargaining Unit Chairperson, or Local Union Vice President, or Local Union Recording Secretary, or Local Union Treasurer works, be rearranged so that said official will be on the day shift for the duration of his/her term of office, the Company will rearrange such schedules, provided that such rearrangement of schedules does not result in additional cost to the Company nor require additional employees. (The Union may elect to substitute the chief steward for the chairperson in the foregoing sentence if the chairperson and chief steward are both working a schedule which includes evening and/or night shift work.)

c. An elected Union Steward assigned to a four-shift schedule will not be transferred involuntarily from one numbered shift (crew) to another due to shift alignments or due to his/her promotion within his/her seniority group except for the purpose of balancing required skills when no one else can be transferred from said shift to accomplish that end. This applies to no more than one such Steward per each such particular numbered shift (crew).

Section 8.19. *Work Clothing.* Where the Company requires the employees to wear uniforms, special work clothes, supplemental clothing and equipment, they shall be properly fitted, supplied and laundered by the Company.

**Section 8.20. Absences - Permission and Notice.** No employee, except in case of illness or injury, shall absent himself/herself from duty without first securing permission from his/her supervisor. In case of illness or injury, the employee shall make every effort to call the designated office in ample time before the usual starting time. No pay allowance shall be granted for time lost, except under unusual conditions, unless notification is given no later than by the designated starting time on the same day for an initial absence on the day shift or on day work, and unless notification is given at least one (1) hour previous to the starting time of the evening and night shifts. Where possible, an absent employee whose job requires relief by another employee will make every effort to give Management at least eight (8) hours notice of his/her intent to return to work.

**Section 8.21. Positive Discipline.** Except as provided in Article 6, if during any discussion under Positive Discipline an employee requests Union representation, the Supervisor will cease the discussion until such time as Union representation is provided. Coaching and counseling are not discipline. If an employee is given a Written Reminder, the employee shall be notified of his/her right to be represented by a Union representative. Unless otherwise agreed between the Company and the Union, all Oral Reminders and Written Reminders shall be furnished to the Chairperson of the Bargaining Unit in which the employee works. Oral Reminders, Written Reminders, and DMLs will be deactivated in 6, 12 and 18 months, respectively, in accordance with the spirit and intent of Company Policy EM4. In case of a suspension or demotion, if an employee goes for three years without discipline, earlier discipline will not be used against the employee. However, Management reserves the right to review the entire disciplinary record of any employee bidding into Fermi 2 if such an employee has received discipline within the last five years.

**Section 8.22. Employee Personnel Record.** When the Company makes any written record of the quantity or quality of an employee's work or of the employee's ability in the performance of his/her work for insertion into the employee's personnel records, a copy of such record

shall be given to the employee. If said copy is not given to the employee within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) of the date the said written record is made, said written record will not be used in the grievance procedure or arbitration. A "Performance Discussion Guide" used for coaching or counseling will not be inserted in the employee's personnel record.

Section 8.23. *No Discrimination.* a. Neither the Company nor the Union will in violation of any state or federal law or Company Policy (EM1 and EM11) discriminate against any employee in the application of the terms of this Agreement because of race, creed, color, national origin, sex, age disability or other distinguishing characteristics as defined by said Company Policy.

b. The Union acknowledges and agrees that Detroit Edison has the right and responsibility to discipline for just cause any employee who discriminates against or harasses another employee. Detroit Edison and Local 223 are committed to eliminating discrimination/harassment in all forms in the workplace.

c. Any claims of violation of this Section 8.33 may be taken up as a grievance.

Section 8.24. *Notice - Layoff, Discharge, Resignation.* The Company will give one (1) week's notice or one (1) week's pay at straight-time (forty (40) hours) in lieu of notice, to an employee being laid-off if the employee is not eligible for a layoff allowance. An employee intending to resign shall give the Company one (1) week's notice. An employee discharged for cause during his/her regular working day will be paid for the remainder of his/her regular workday.

Section 8.25. *Training.* An employee may be given training in a higher-rated classification than his/her own without an increase in pay, provided the employee works with and does not replace a regular employee who would be required to do this work, except that employees in the bargaining unit who exchange classifications to get experience

for license requirements shall, during the exchange, act as part of the complement for the job.

**Section 8.26. *Leave of Absence.*** a. An employee requesting a leave of absence shall make application to his/her immediate supervisor. Upon approval of a leave of absence by the Company, a copy shall be given to the employee and to the Treasurer of the Union. A notation will be added to the Union copy indicating the reason for the leave (i.e., health, travel, union business), and the expected duration.

b. An employee who may be called upon to transact business for the Union, which requires the employee's absence from duty with the Company for a period of not more than three (3) years, will be given a leave of absence without pay. This leave will be renewed upon request.

c. An employee with six (6) months or more service may request a leave of absence because of illness extending beyond the period provided in the Agreement in Sections 10.4 and 10.9 for pay during illness. In justifiable cases and upon proper proof presented to the Company, the Management will grant such leave of absence without pay, but not for a period of time which is greater than the time for which the employee was paid during illness under Sections 10.4 and 10.9. The Management may, at its option, grant a further extension.

**Section 8.27 - *Posting Notices of Vacancies.*** a. If a vacancy occurs in a represented or non-represented classification listed in the Attachment B (The OPT Wage Rate Schedule) in this Agreement, it will be posted for a period of eight (8) calendar days throughout the organization.

b. The most qualified candidate meeting the posted qualifications will be selected. However, if the vacancy is within the bargaining unit and the most qualified represented and non-represented candidates are deemed to be relatively equal, the most senior bargaining unit member will be selected. If the vacancy is outside the bargaining unit and the most qualified represented and non-represented candidates are deemed to be relatively equal, the employee with the most Company service will be selected.

c. If the posted vacancy is within the bargaining unit, a monitoring panel comprised of two Management members and two bargaining unit members will be formed. The panel, after receiving training on interviewing selection skills, will recommend the most qualified candidate for the vacancy. Although not binding, Management will thoroughly review the panel's recommendations before selecting an applicant to fill the position.

d. If the posted vacancy is outside the bargaining unit and one or more qualified candidates are represented employees, a represented employee may be asked to serve on the monitoring panel or the Union may review the proposed recommendations before any selection is made to understand the criteria and proposed selection.

e. Failure of an employee to avail himself/herself of opportunities for promotion or voluntary transfer shall not prejudice his/her future opportunities.

f. Unless otherwise mutually agreed, employees with less than six (6) months of Company service shall not be considered for any job vacancy outside of their bargaining unit.

g. If the Management proposes to by-pass any employee with greater seniority or Company service, the Management will discuss the matter with the chairperson of the bargaining unit (at least five (5) days before the by-pass is made effective) in an attempt to reach an agreement thereon before such a by-pass is made. In the event of disagreement, the matter may be processed through the grievance procedure to the President of the Company, or his/her delegate, whose decision shall be controlling, except that the question of whether the by-pass has been arbitrary or discriminatory may be submitted to arbitration in accordance with Article 5 of this Agreement. If the arbitrator finds the by-pass was arbitrary or discriminatory, the by-pass will be canceled.

Section 8.28 *Choice of Headquarters.* a. When represented and non-represented employees in classifications listed in Attachment B (the Wage Rate Schedule) in this Agreement are needed at a particular headquarters for a period expected to last six (6) months or more, a notice will be posted for a period of eight (8) days throughout the organization. If the expected need is for a shorter period, such a notice will be posted if, in the judgement of Management, the period is sufficiently long to warrant posting.

b. Only employees (represented and non-represented) currently in the classification being posted will be considered for this Choice of Headquarters posting.

c. The most qualified candidate meeting the posted qualifications will be selected. However, if the vacancy is within the bargaining unit and the most qualified represented and non-represented candidates are deemed to be relatively equal, the most senior bargaining unit member will be selected. If the vacancy is outside the bargaining unit and the most qualified represented and non-represented candidates are deemed to be relatively equal, the employee with the most Company service will be selected.

d. If the posted vacancy is within the bargaining unit, a monitoring panel comprised of two Management members and two bargaining unit members will be formed. The panel, after receiving training on interviewing selection skills, will recommend the most qualified candidate for the vacancy. Although not binding, Management will thoroughly review the panel's recommendations before selecting an applicant to fill the position.

e. If the posted vacancy is outside the bargaining unit and one or more qualified candidates are represented employees, a represented employee may be asked to serve on the monitoring panel or the Union may review the proposed recommendations before any selection is made to understand the criteria and proposed selection.

f. If the Management proposes to by-pass any employee with greater seniority or Company service, the Management will discuss the matter with the Chairperson of the Bargaining Unit (at least five (5) days before the by-pass is made effective) in an attempt to reach an agreement thereon before such a by-pass is made. In the event of disagreement, the matter may be processed through the grievance procedure to the President of the Company, or his/her delegate, whose decision shall be controlling, except that the question of whether the by-pass has been arbitrary or discriminatory may be submitted to arbitration in accordance with Article 5 of this Agreement. If the arbitrator finds the by-pass was arbitrary or discriminatory, the by-pass will be canceled.

Section 8.29. *On-Call Allowance.* a. An allowance of two (2) hours at straight-time for the first sixteen (16) hour period or less on-call will be paid an employee who remains on-call, at the Company's request, between two of the employee's regular work periods on consecutive days. Time spent on-call in excess of the first sixteen (16) hour period will be paid at one-half (1/2) hour for each four (4) hour period or fraction thereof.

b. An allowance of two (2) hours at straight-time for the first eight (8) hour period or less on-call will be paid an employee who remains on-call, at the Company's request, between two of the employee's regular work periods when a holiday or off-day intervenes between such work periods. Time spent on-call, in excess of the first eight (8) hour period, will be paid at one-half (1/2) hour for each two (2) hour period or fraction thereof.

c. For the purposes of this Section 8.29, a work period of four (4) or more hours for an employee on a holiday or off-day is considered as a regular work period within the meaning of Paragraphs a and b of this Section 8.29, provided notice of such work is given to the employee before the start of the on-call period preceding the prearranged work.

d. Exempt employees are not eligible for the on-call allowance.

Section 8.30. *General Orders, Routine Instructions, Company Memorandums and Company Policies and Practices.* The provisions of General Orders, Routine Instructions, Company Memorandums and Company Policies and Practices will neither supersede nor be interpreted as superseding, without the written agreement of the Union, any provision contained in this Agreement. Copies of General Orders, Routine Instructions, Company Memorandums and Company Policies and Practices which deal with matters covered by this Agreement will be promptly furnished by Management to the Union.

Section 8.31. *Training Advisory Groups.* A Training Advisory Group shall be formed in each bargaining unit having a formal training program for Union-represented employees. The purpose of each Training Advisory Group will be to make recommendations for the development and improvement of said training programs. Each Training Advisory Group will consist of two (2) members from the bargaining unit, two (2) Management members from the department involved, one (1) Local Union appointee, and one (1) Management member from Employee Training who will serve as Secretary. All six (6) such members shall have voting rights. Meetings will be arranged at mutually agreeable times at the request of any two (2) members. Agendum will be distributed to the members of a group before the date of a meeting. Union or Management members may have an incumbent employee present at a meeting as a non-voting participant. If agreement on a particular proposal cannot be reached by a vote of a majority of the members, the proposal of the Management members of the group shall be recommended to the Company, subject to the Union's right to bring a grievance under Articles 4 and 5. These groups (including incumbent employees) shall meet on Company time.

Section 8.32. *Performance Evaluations.* a. The parties are committed to maintaining an objective employee performance evaluation process recognizing that it is of value to both the Company and the employee.



b. The parties agree that both the Company and Union will be involved in the employee performance evaluation process. The process will include participation by as many people as practical including the employee's Supervisor and peers. Evaluations will be conducted by people properly trained in its use and will address problems as they occur and provide a method for addressing them and improving performance.

c. When an employee receives a four (4) on an evaluation item, the employee and the employee's supervisor will agree on an action plan. *Periodic reviews on the employee's progress under the action plan will take place.*

## Article 9 HOURS OF WORK AND OVERTIME

Section 9.1. *Standard Workday and Work Week.* The standard workday shall consist of eight (8) working hours, consecutive except as interrupted by lunch periods or altered by departures from schedules, and the standard work week shall consist of five (5) regularly scheduled eight (8) hour work periods on as many workdays. The two (2) remaining days in the pay week of seven (7) consecutive days from Monday through Sunday shall be known as "off-days," and shall, within the limits of reasonable operating procedure, be scheduled consecutively.

Section 9.2. *Duration of Workdays and Off-Days.* The workday (including holidays) begins at the starting hour of the scheduled work period and extends for twenty-four (24) hours, except on shift change. Any off-day begins at the same starting hour of the previously scheduled work period and extends for twenty-four (24) hours, except on shift change. When workdays or off-days are changed or rotated, workdays or off-days may be longer or shorter than twenty-four (24) hours and, in such cases, the workday following the change begins at the starting hour of the next scheduled shift.

**Section 9.3. *Change in Work Schedules.*** No changes in the present work schedules will be made until the matter is discussed with the Bargaining Unit Chairperson or his/her substitute along with one additional Union designated representative and, if agreement on such changes cannot be reached, the schedules proposed by the Company shall be worked subject to the Union's right to bring a grievance under Article 4, but arbitration under Article 5 shall be limited to the question of whether the schedule proposed by the Company is arbitrary. The arbitrator's decision will uphold or deny the proposed schedule. The Company will review and discuss with the Union suggestions for improvement in work schedules.

**Section 9.4. *Shift Schedules.*** Where shift schedules are in force, the Company shall make every reasonable effort to equalize Saturday and Sunday work. The shifts shall be known as the night shift (starting about midnight), the day shift (starting around 7:00 a.m. to 9:00 a.m.), and the evening shift (starting around 3:00 p.m. to 5:00 p.m.). For shift employees, not more than one (1) regular work period shall be scheduled in any twenty-four (24) hour period, except on scheduled changes of shift.

**Section 9.5. *Non-Shift Schedules.*** The regular working hours for non-shift employees will usually be included between approximately 7:30 a.m. and 4:30 p.m., except for the customary changes due to light or traffic conditions. Normally, the five (5) regular workdays will be Monday through Friday. However, Saturday may be scheduled as one (1) of the five (5) regular workdays when conditions are such that the work cannot, within the limits of reasonable operating procedure, be covered within the normal Monday through Friday work week. The working schedules of such employees shall be assigned in advance in accordance with Section 9.8.

Section 9.6. *Departures from Schedules.* Departures from the regularly scheduled working hours may be made for an employee's convenience, provided the Company's service is adequately maintained with no increase in cost.

Section 9.7. *Due Notice - Change of Shift.* Due notice of a change from one regular shift to another is defined as follows:

a. Notice which is given through published work and shift schedules and regular revisions of them; or

b. Notice which is given twenty-four (24) hours before the start of the new shift; except that

c. For an employee who is currently working a non-shift schedule, due notice of a change of shift which shortens a Sunday off-day by eight (8) hours or more is notice which is given by the end of the shift on Friday of the same pay week.

Section 9.8. *Due Notice - Change of Off-Days.* It is understood that due notice of change of off-days has been given when the changes are:

a. Normal changes due to shift rotation; or are

b. Changes in work schedules, notice of which and of the necessity therefore has been given to the Union and the employee by the end of the shift on Thursday of the pay week preceding the change; or are due to

c. Promotions (excluding temporary promotions for two (2) weeks or less); or result

d. When the employee is transferred or bids into an occupation with a different schedule of off-days.

**Section 9.9. *Premium Rates.*** Hours worked under the following conditions will be compensated at the following premium rates:

a. Hours worked outside of regular shift hours on any Company observed holiday - double time. Hours worked during regular shift hours on a holiday will be paid at time and one-half, and in addition, a holiday allowance of eight (8) hours at the employee's regular rate will be paid under the conditions provided in Section 9.13 for the regular hours of work.

b. Hours worked in excess of sixteen (16) in any one (1) workday, off-day, or continuous work period-double time.

c. Hours worked outside of the hours and days established for any employee by his/her current work schedules-time and one-half (except as modified by Paragraphs a, b or e of this Section 9.9), provided that hours worked on a shift or an off-day which is changed in accordance with Sections 9.7 and 9.8 will be considered as hours established by the current work schedules.

d. Hours worked on any off-day in the pay week other than Sunday -- time and one-half.

e. Hours worked on any Sunday off-day in the pay week-double time.

f. For the first period of one (1) week, time and one-half will be paid for hours which do not overlap the regular schedule on an evening or night shift which has been established because of the needs of the service for work which is normally done days. After the first week, hours worked on such shifts will be paid for at an employee's regular hourly rate, plus a separate shift premium which shall be in the amount provided in Article 11 for each shift. Regular overtime rates shall be paid for hours worked beyond the first eight (8) hours of each workday of the newly scheduled shift. This Paragraph f of this Section 9.9 applies only to employees who are in an affected classification as of

the date when the evening or night shift is first established. The premium provided by Paragraph f of this Section 9.9 applies only to those of the aforementioned employees who are actually assigned to the evening or night shift sometime within the first fifty-two (52) weeks following the date when that evening or night shift is first established.

g. When Sunday is scheduled as part of an employee's standard five (5) day week, if no half-time or full-time premium applies to the time worked, a premium of twenty-five percent (25%) of the employee's straight-time hourly rate shall be paid for such time worked on Sunday. If the employee is entitled to either an area differential or an afternoon or night shift premium, such premiums will be added after the twenty-five percent (25%) premium has been applied.

h. Should more than one premium rate apply to the same hours, only the highest premium rate will be paid. The premium rate will be one and one-half (1-1/2) or two (2) times, as the case may be, the hourly rate in effect for the employee at the time the work is performed.

i. Short Shift Change. If a shift worked with or without due notice begins eight (8) hours or less from the end of the last regular shift worked, time and one-half will be paid for the first four (4) hours of the new shift, then double time up to the starting time of the next workday or off-day, whichever is first. This does not apply when a shift of an employee's own choice is a contributing factor to a short shift change.

j. *Exempt Employees:*

- (1) Exempt employees should expect to work some number of hours (casual overtime) outside their regular work schedule without additional pay.
- (2) When Sunday is scheduled as part of an employee's standard five day week, the employee will be paid straight time.

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- (3) When scheduled for overtime (non casual), the employee will be paid straight time.
- (4) When working on a holiday, the employee will be paid time and one-half for all hours worked.

Section 9.10. *Offsetting Overtime.* a. No employee shall be required to take time off during his/her standard work week for overtime, including prearranged overtime, worked or to be worked. However, this shall not preclude the scheduling (at premium rates) of an eight (8) hour or longer work period on a regular workday outside of and in lieu of the employee's regular work period on that day.

b. If work is not given to an employee who is assigned prearranged overtime work which is not canceled by reasonable notice, the employee will be paid from the prearranged starting time if the employee is available and ready to work.

c. If an employee is held over for an overtime assignment which is not continuous with his/her shift but begins two (2) hours or less after the employee's normal quitting time, the Company will not require the employee to take time off without pay between his/her normal quitting time and the start of the overtime work, except for a one-half hour period (or longer if the employee requests it) for a meal.

Section 9.11. *Rest Time.* a. When an employee is required to work such hours that all, or nearly all, of the employee's normal sleeping time is lost, it is the supervisor's responsibility to release him for a sufficient rest period as soon as the work permits. If an employee works such hours that the employee should be released for rest as soon as the work permits, but the employee prefers to forego his/her rest and work additional hours, the employee should not be permitted to work but should be directed to rest.

b. If the necessities of the work permit, and sixteen (16) hours or more have been worked in a twenty-four (24) hour period, the rest period should be at least eight (8) hours.

c. A rest period may be provided either because long hours have been worked or because they are anticipated.

d. An employee who is released under Paragraphs a, b, or c of this Section 9.11 by his/her supervisor during any hours of the employee's regularly scheduled forty (40) hour work week will be paid at the employee's straight-time rate for rest time during such scheduled hours.

e. When an employee who has been released from his/her regularly scheduled hours for a paid rest period is required to return to work within ten (10) hours of his/her release (but not otherwise), the employee's paid rest time and the employee's worked time for the workday shall be added together to determine when double time should begin.

Section 9.12. *Distribution of Overtime.* a. Such overtime as becomes necessary shall be distributed without favoritism among the qualified employees in their respective overtime work groups with the objective of obtaining equal distribution with the understanding necessary overtime associated with a particular customer will normally be worked by the employee who has been given the assignment to work with that customer.

b. The respective overtime work groups will be defined in the bargaining unit. Questions and/or complaints about the distribution of overtime and/or the definition of work groups will be brought before the C.U.R.B. Committee for resolution. If the C.U.R.B. Committee is unable to agree, Management's determination will be put into effect. However, the Union may process through the grievance procedure, including arbitration, the question of whether Management's determination was arbitrary.

**Section 9.13. *Holidays and Personal Day.*** The Company-recognized holidays are: New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. Effective 1/1/2000 and, at the start of each payroll year thereafter, the Company will also recognize two (2) personal days for each employee. With respect to holidays and the personal days, it is agreed that:

a. Whenever a holiday occurs, every employee will be given a day off with pay if he/she can be spared from work. If the employee cannot be spared, the employee will be paid as provided in this Agreement for working the holiday. If the day observed as a holiday falls on one of the employee's scheduled off-days or another scheduled holiday, another day in the same pay week or the pay week preceding or following will be designated as his/her holiday in lieu of the normally observed holiday. This day will be consecutive with the employee's off-days. Once a day has been designated as a holiday, this designated day will not be changed unless changed by Thursday of the pay week before the week in which the designated day falls. If required to work on either his/her off-day or the day designated as his/her holiday, the regular rules for time worked on such days will be applied.

b. An employee who is excused with pay on a holiday, or day designated as such, and is later required to work during his/her regularly scheduled hours will receive a minimum of twelve (12) hours' pay for the day.

c. Holiday pay will not be allowed an employee when the employee:

- (1) Is scheduled to work, but without good reason fails to report.
- (2) Is absent without permission on any part of the workday before or the workday after the holiday, unless it is evident that the employee was not intentionally lengthening the holiday period.



(3) Is absent without pay the entire week in which a holiday occurs.

d. Unless otherwise agreed between the parties, when one of the above holidays falls on a Sunday, it will be observed on the following Monday, and when one of the above holidays falls on a Saturday, it will be observed on the preceding Friday, except that when Christmas Eve Day falls on a Sunday, it will be observed on Tuesday, December 26th and, when New Year's Eve Day falls on a Sunday, it will be observed on Tuesday, January 2nd. However, when Christmas Eve Day, New Year's Eve Day, Independence Day, Christmas Day and New Year's Day fall on Saturday, such holiday will be observed on Saturday by an employee who is scheduled to work such Saturday as part of his standard five-day week, and when Christmas Eve Day, New Year's Eve Day, Independence Day, Christmas Day and New Year's Day fall on Sunday, such holiday will be observed on Sunday by an employee who is scheduled to work such Sunday as part of his/her standard five-day week.

e. (The following birthday holiday language will be in effect only from June 7, 1999 to December 31, 1999.) If an employee's birthday falls on one of his/her regularly scheduled workdays, the employee may: (1) elect to observe his/her birthday holiday on the actual date of his/her birthday, or (2) elect to observe his/her birthday holiday on another day in the same pay week, or the pay week immediately preceding or following, subject to the approval of supervision as to which specific one of these other days can be allowed in light of the needs of the service. Once a specific day has been approved by supervision it will not be changed without agreement of the employee.

f. To be eligible for personal days, employees must be on the Company payroll at the start of the payroll year. Employees wishing to preschedule a personal day may do so by exercising a choice in addition to that provided in Paragraph h of Section 10.7. Once a specific day has been prescheduled and approved by supervision, it will not be changed without agreement of the employee. Otherwise, employees may, with

supervisory permission, schedule their personal days as they would schedule a one (1) day vacation. If required to work on a previously scheduled personal day, employees will be paid the same as if they had worked a holiday. For purposes of overtime distribution, a personal day will be considered a vacation day. Employees must make every reasonable effort to use their personal days during the payroll year in which they become due, and failure to do so will normally result in forfeiture of the personal days. However, the Company recognizes that unusual circumstances beyond the employee's control (such as illness or injury) may prevent employees from taking their personal days within the payroll year. In such situations, the personal days will be transferred to the employee's deferred vacation bank at the start of the new payroll year.

## **Article 10**

### **WAGE COLLATERALS**

**Section 10.1. *Committee to Study Benefits.* Same as Section 10.1 of Trades Agreement.**

**Section 10.2. *Employees' Retirement Plan.* Same as Section 10.2 of Trades Agreement.**

**Section 10.3. *Worker's Compensation.* Same Section 10.3 of Trades Agreement.**

**Section 10.4. *Pay During Absence.* Same as Section 10.4 of Trades Agreement.**

**Section 10.5. *Jury Duty.* Same as Section 10.5 of Trades Agreement.**

**Section 10.6. *Life Insurance.* Same as Section 10.6 of Trades Agreement.**

**Section 10.7. *Vacations.* Same as Section 10.7 of Trades Agreement.**

**Section 10.8. *Voluntary Separation Offer.*** If a reduction of force is made, an employee who is laid-off from employment in the Company will receive a Voluntary Separation Offer (VSO) to ease a possible hardship caused by the layoff. The terms of a Voluntary Separation Offer are outlined below:

- Minimum of six weeks pay and two weeks for each year of service\* (maximum of 52 weeks)
- Health Care Insurance premiums paid for one year
- Life insurance coverage for one year (\$25,000 maximum); if an employee is eligible for health and life insurance under retirement benefits provided by the Company, then these benefits under VSO do not apply
- Up to \$2,000 tuition reimbursement for successfully completed educational courses for up to two years
- Out placement services

\*As used in this section, service shall include periods of creditable employment with Pennsalt Chemicals Corporation, or Wyandotte Chemicals Corporation, or Port Huron Paper Company, as well as with The Detroit Edison Company.

**Section 10.9. *Pay During Extended Disability.* Same as Section 10.9 of Trades Agreement.**

**Section 10.10. *Health Care Coverage.* Same as Section 10.10 of Trades Agreement.**

**Section 10.11. *Incapacitated Employees.* Same as Section 10.13 of Trades Agreement.**

**Section 10.12. *Accidental Death and Dismemberment Insurance.* Same as Section 10.14 of Trades Agreement.**

**Section 10.13. *Long-term Disability Insurance.* Same as Section 10.15 of Trades Agreement.**

**Section 10.14. *Employee Savings and Investment Plan.* Same as Section 10.16 of Trades Agreement.**

**Section 10.15. *Flexible Spending Account.* Same as Section 10.17 of Trades Agreement.**

**Section 10.16. *Dependent Life Insurance.* Same as Section 10.18 of Trades Agreement.**

## **Article 11 SHIFT PREMIUMS**

**Section 11.1. *Shift Premiums.*** a. In addition to the straight time classification rate, a shift premium of \$1.00 per hour shall be paid as a separate item for each hour worked by an employee on a regularly scheduled shift which begins between 12:00 noon and 8:59 p.m. (evening shift), and a shift premium of \$2.00 per hour shall be paid as a separate item for each hour worked by an employee on a regularly scheduled shift which begins between 9:00 p.m. and 5:59 a.m. (night shift).

b. An employee who is assigned to a day shift or to a non-shift schedule who works outside of one of his/her regularly scheduled eight (8) hour work periods on a workday, or who works on an off-day, will be paid one and one-half (1-1/2) or two (2) times his/her regular straight time day shift or non-shift rate, except that if such an employee works

overtime to replace an employee who is absent from an evening or night shift, the appropriate shift premium will be paid.

c. An employee who is assigned to an evening shift or to a night shift who works outside of one of his/her regularly scheduled eight (8) hour work periods on a workday, or who works on an off-day, will be paid one and one-half (1-1/2) or two (2) times the sum of his/her regular straight time day shift rate plus the shift premium (if any) which applied to his/her last regularly scheduled eight (8) hour work period, except that if an employee who is assigned to an evening shift works overtime to replace an employee who is absent from a night shift, the higher shift premium will be paid.

d. No shift, Sunday, or other premium or pay differential will be paid upon hours allowed for paid absences, vacations, or on-call periods.

## Article 12 CLASSIFICATIONS AND WAGES

Section 12.1. *Wage Rates.* a. The job classifications of the employees covered by this Agreement and the base wage minimum and maximum rates to be paid for such classifications are set forth in Attachment B (OPT Wage Rate Schedule) and are part of this Agreement.

b. Employees not at their wage rate maximum will be eligible for the following *Progression Merit Increases* the first Monday of each June of this Agreement:

<u>Performance Review Rating</u>	<u>Progression Merit Increase</u>
Excellent	4%
Model	3%
Solid	2%

Such Progression Merit Increases will be calculated after the June General Increase, if any, is implemented. If the above Progression Merit Increase would increase the employee's pay rate over the maximum range for his/her classification, such an employee will only have his/her pay rate increased to the maximum range for his/her classification.

Section 12.2. *Company-Union Objectives.* a. The Company and the Union mutually recognize that an increased standard of living of employees comes from the cooperation of all parties in promoting technological progress and better work methods and procedures, and in preventing waste and inefficiency. The Company and the Union agree that it is the objective of the Company to provide good service to its customers at the lowest cost consistent with its obligation to provide fair wages and good working conditions to all of its employees and its duty to provide a fair return to its investors. To achieve that objective requires the united efforts of the Management, the employees, and the Union.

b. The Company and the Union subscribe to the objectives of Title VII of the Federal Civil Rights Act of 1964 as amended, Executive Order 11246, the Vietnam-Era Veterans' Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, the Michigan Civil Rights Act of 1977, and the Michigan Handicappers' Civil Rights Act of 1976, the American Disabilities Act of 1992 and the Family Medical Leave Act of 1993.

c. Recognizing that a mentally and physically healthy employee is an asset, the Company and Union agree to a joint Employee Assistance Program (EAP). The joint EAP will provide services for the treatment of alcohol, other drugs, or personal problems which may affect job performance or the personal well being of employees and their dependents.

## Article 13 MILITARY SERVICE

Section 13.1. *Military Leaves.* a. Military leaves will be given to employees, other than temporary employees, who enter military service. Military leaves will be continued only as long as employees are eligible for re-employment rights under the Selective Service Act of 1948, as amended.

b. A returning veteran who is not qualified for the position and pay rate to which he/she would have been entitled had he/she remained in the active employ of the Company will be given reasonable assistance to qualify. The veteran will be given such position and pay as soon as he/she is qualified. In the interim, he/she will be given at least his/her former position and the present corresponding rate of pay.

Section 13.2. *Benefits Accompanying Military Leaves.* a. *Pay Grants.* Pay grants will be given to employees other than temporary employees who, because of age or reserve status, are subject to call and who present satisfactory evidence that they have entered military service. The amount of the pay grant will vary as follows:

<u>Months of Continuous Service</u>	<u>Amount of Pay Grant*</u>
Less than 6 months .....	0
6 months .....	10 days' pay**
7 months .....	11 days' pay
8 months .....	12 days' pay
9 months .....	14 days' pay
10 months .....	16 days' pay
11 months .....	18 days' pay
12 months or more .....	20 days' pay

\* Exception: The amount of pay grant for employees who enlist in a Reserve Program for six (6) months' active duty will be one-quarter (1/4) of this schedule.

\*\* Eight (8) straight time hours per day at the employee's current rate.

b. *Retirement Plan.* A military leave will not be considered a break in service for purposes of the plan. Service credit for periods of military leave will be given in accordance with terms of the Retirement Plan.

c. *Health Care Coverage.* Employees who enter military service will not be covered under the Company's health care coverage. However, eligible dependents of employees absent on military leave will continue their health care coverage as detailed in Section 10.10 at Company expense for the duration of their leave. Employees must make application for reinstatement within thirty-one (31) days of their return to the Company in order to keep the coverage in force.

## Article 14 MISCELLANEOUS

Section 14.1. *Conflicts.* If any provision of this Agreement conflicts with any Presidential or other governmental proclamation, directive, regulation, or any federal or state law, order, or regulation now or hereafter issued, such provision hereof shall not remain binding, but the remaining portions of this Agreement will remain in full force. Any such provision shall then be opened for renegotiation between the parties hereto for the purpose of reconciling the conflict.

Section 14.2. *Duration of Agreement.* All provisions of this Agreement shall be effective June 7, 1999 except as otherwise provided for herein. This Agreement shall remain in full force and effect to and including 11:59 p.m. June 7, 2004 and shall continue in full force and effect from year to year thereafter, unless at least sixty (60) days before any June



termination date either party notifies the other in writing of its desire to terminate, amend, or supplement the Agreement.

**Section 14.3. *Posting Agreement.*** As soon as feasible after this Agreement is signed by the Company and the Union, (but not to exceed twenty (20) days after said signing, unless mutually agreed otherwise) copies of this Agreement will be posted by the Company on all Company bulletin boards in each bargaining unit.

**Section 14.4. *Authority of Union Representatives.*** The undersigned representatives of the Union hereby certify that the execution of this Agreement, as to each bargaining unit described herein, has been duly authorized in accordance with the charter and governing rules of Local 223 and of the National Union, Utility Workers Union of America, and, as signed, is fully binding upon the Local and National Unions and the membership of the Local Union.

**Section 14.5. *Concerning Regular Part-Time Employees:*** Should Management determine that it is necessary to hire regular part-time employees or if a full time employee ( forty (40) hour work week) wishes to change his/her status to a regular part-time employee, Management will discuss the matter with the Bargaining Unit Chairperson prior to taking any such action. Notwithstanding any other provisions of this Agreement, such Regular Part-Time Employees are to be distinguished from other employees in the following ways:

a. Such Regular Part-Time Employees are not normally scheduled to work a standard workday or standard work week but are regularly scheduled to work a minimum of twenty (20) hours per week and normally less than forty (40) hours per week.

b. The working hours or off-days of such a Regular Part-Time Employee can be changed without prior notice and without premium penalties, but Management is expected to give as much notice as practical, and at least two hours notice.

c. Such Regular Part-Time Employees will be paid at their straight-time rate up to forty (40) hours a week except that they will be paid premium rates as provided for full-time employees if they work in excess of eight (8) hours in a workday or sixteen (16) hours in a continuous work period, and when working a full-time work week, the overtime premiums for full-time employees will apply.

d. A holiday allowance for such a Regular Part-Time Employee will be equal to pay for the number of hours, up to eight (8), that the employee would normally be scheduled to work that day but will not be less than four (4) hours.

e. Pay for work on a holiday by such Regular Part-Time Employees will be at time and one-half and if they work more than their scheduled hours their holiday allowance will be equal to pay for the number of hours, up to eight (8), that they actually work that day.

f. Pay During Absence and Extended Disability Allowances (in hours) for such a Regular Part-Time Employee will be determined by multiplying the number of weeks provided in the standard allowance schedule (twenty (20) days is four (4) weeks) by twenty (20) hours.

g. The amount of Life Insurance for such a Regular Part-Time Employee will be based on an annual base pay determined by multiplying the employee's hourly rate of pay by one thousand-forty (1040) hours. The figure of \$10,000 as found in Paragraph 6b of Section 10.6 (Coverage for Retired Employees) is reduced by one-half for such Regular Part-Time Employees, i.e., \$10,000 becomes \$5,000.

h. The amount of vacation (in hours) for such a Regular Part-Time Employee will be determined by multiplying the average of the straight time hours worked per week in the preceding calendar year by the number of weeks of vacation for which he/she is eligible based on length of service.

i. The amount of the Voluntary Separation Allowance for such a Regular Part-Time Employee will be as described in Section 10.8 and divided by two (2).

j. The amount of Accidental Death and Dismemberment Insurance for such a Regular Part-Time Employee will be in the amount of a principal sum of \$37,500, i.e., where the Agreement refers to \$75,000 with respect to Accidental Death and Dismemberment Insurance substitute the figure of \$37,500 in connection with such a Regular Part-Time Employee.

k. Such Regular Part-Time Employees are not entitled to military leaves of absence nor military pay grants, but are, of course, entitled to reemployment insofar as provided by law.

l. Vacancies in such Regular Part-Time Jobs are not posted. Such Regular Part-Time Employees are eligible to bid on posted full-time vacancies after one year of service.

m. For such Regular Part-Time Employee, the Supplemental Early Retirement Allowance provided for in Paragraph 2(e) of Section 10.2 will be reduced by 50%.

n. Pay progression steps for such Regular Part-Time Employees are twice as long as those for full-time employees, i.e., 1/4 year becomes 1/2 year, and 1/2 year becomes 1 year.

o. Such Part-Time Employees regularly scheduled to twenty (20) to twenty-nine (29) hours a week will pay 50% of the Health Care Plan (Section 10.10) plus 100% of any HMO differential. Such Part-Time Employees regularly scheduled to work thirty (30) to thirty-nine (39) hours a week will pay 25% of the Health Care Plan (Section 10.10) plus 100% of any HMO differential.

p. Savings Plan participation is open to Regular Part-Time Employees with six months of Company service.

IN WITNESS WHEREOF, the parties hereto have, by their representatives duly authorized in the premises, executed this Agreement on June 1, 1999.

**Local 223, Utility Workers Union of America, AFL-CIO.**

By:

D. Michael Langford  
President

Larry Lehman  
Vice President

Dennis Dopke  
Recording Secretary

Gerald Robertson  
Treasurer

Rich Mata  
Recording Secretary

Anthony H. Garnatz  
Chairperson

**APPROVED:**

Utility Workers Union of America, AFL-CIO

By:

Donald Wightman  
National President

**The Detroit Edison Company**

By:

Ron A. May  
Vice President,  
Energy and Delivery Service

Sandra J. Miller  
Vice President  
Human Resources

Alan Yonkman  
Manager  
Service Center Operations

Melinda A. Jones  
Manager  
Employee and Labor Relations

Richard G. Martin  
Director  
Labor Relations

David L. Curtis  
Labor Relations Consultant

## ADDENDUM

1. *Job Security.* Changes in organization, methods, materials, and job classifications have been necessary to assure the continued success of the Company, and security and opportunity for its employees. These changes have been planned in a manner which has permitted the transfer of the employees affected to other work, reasonably comparable in nature, classification, and pay, without unnecessary hardship to any such employee and consistent with the Company's obligation to its customers and investors. The Management of the Company intends, general business conditions permitting, to use the same careful planning and consideration for the affected employees in introducing any further changes it may find necessary. This statement of policy does not change or alter any of the terms of this Agreement between the Company and the Union.

2. *Long Range Workforce Planning.* The Company and the Union recognize that due to the rapidly changing business environment of an emergent competitive utility industry, there is a necessity to jointly develop workforce strategies for becoming best in that business environment. To this end, the Company and the Union will at the respective bargaining unit level and agreed upon classification(s), in concert with Local Union approval, develop and implement long range workforce planning strategies which shall include, but not be limited to, the following:

- a. Enhancement of skills and training to achieve employment security and business success.
- b. Co-creating New Venture initiatives throughout DTE, both inside and outside our service territory.
- c. Sharing of resources among Bargaining and Business Units.
- d. Ensure that Local 223 is the workforce of choice over contractors.

- e. Incorporate the Partnership Principles which encompass DTE, Core Values.
- f. Review of the workforce planning initiatives across Bargaining and Business Units.
- g. Develop entrance strategies, including community involvement.
- h. Develop exit strategies to meet business needs while sustaining core workforce skills.

## ATTACHMENT A

### OPT ELECTION/RECOGNITION HISTORY

Associate Planner-Planning & Design*	NLRB 7-RC-19280 7/6/90
Planner - Lines*	NLRB 7-RC-19280 7/6/90
Analyst-Business*	NLRB 7-RC-19280 7/6/90
Facilitator - Operator & Storm Training*	NLRB 7-RC-19280 7/6/90
Planner-Planning & Design*	NLRB 7-RC-19280 7/6/90
Sr. Technician - Planning*	NLRB 7-RC-19280 7/6/90
Facilitator - Right of Way*	NLRB 7-RC-19280 7/6/90
Senior Technician - System Underground*	NLRB 7-RC-19280 7/6/90
Sr. Administrative Associate - Technical	Usery and Associates 4/28/95
Subclassifications under Sr. Administrative Associate include Sr. AMS Operator, Sr. CAD Operator and Sr. Surveyor.	
Administrative Associate - Technical	Usery and Associates 4/28/95
Subclassifications under Administrative Associate include AMS Operator, CAD Operator, Creative Art, Dispatcher, EMS Data, SID/OAS Coordinator, and Surveyor.	
Senior Technician - Field	Usery and Associates 7/27/95
Subclassifications under Sr. Technician include Primary, Relay and Cable Test	
Technician - Field	Usery and Associates 7/27/95
Subclassifications under Technician include Primary, Relay and Cable Test.	
Operations Resource Coordinator	Usery and Associates 8/22/95
Associate Planner - Work Organizer/ Dispatcher	Usery and Associates 9/28/95
Sr. Customer Representative	Usery and Associates 10/26/95
Customer Representative	Usery and Associates 10/26/95
Administrative Assistant-Technical	Usery and Associates 1/17/96
Cashier	By mutual agreement of the parties 5/1/96
Mail Drivers	Usery and Associates 2/2/98
Equipment Operators	Usery and Associates 3/12/98
Mail Clerk	Usery and Associates 5/12/98
Photographer	Usery and Associates 8/25/98
Associate Analyst-Computer Application Specialist	By mutual agreement of the parties 1/12/99
Associate Facilitator-Credit	By mutual agreement of the parties 1/12/99

\*Only those employees headquartered at a Company location in Macomb County

# ATTACHMENT B

## Revised Minimum and Maximum Rates for OPT Positions From April 1999 to June 2000

		Effective		Effective		Effective	
		<u>April 5, 1999</u>		<u>April 3, 2000</u>		<u>June 5, 2000</u>	
		Min.	Max.	Min.	Max.	Min.	Max.
Job Code	Job Title						
R001	Sr. Customer Rep-CCS	13.450	20.000	14.950	20.000	15.400	20.600
R002	Customer Rep-CCS	11.125	15.250	12.085	15.250	12.450	15.700
R004	Sr. Customer Rep-CCC	12.975	18.300	14.000	18.300	14.425	18.850
R005	Customer Rep-CCC	11.125	15.250	12.085	15.250	12.450	15.700
R007	Sr. Customer Rep-CBAS	13.450	20.000	14.950	20.000	15.400	20.600
R008	Sr. Customer Rep-Consumer Affairs	13.450	20.000	14.950	20.000	15.400	20.600
R010	Customer Rep-Appliance Repair (Tentative)	11.125	15.250	12.085	15.250	12.450	15.700
R011	Sr. Customer Rep-Appliance Repair (Tentative)	12.975	18.300	14.000	18.300	14.425	18.850
R012	Sr. Customer Rep-Customer Office	13.450	20.000	14.950	20.000	15.400	20.600
R013	Customer Rep-Customer Office	11.125	15.250	12.085	15.250	12.450	15.700
R014	Sr. Customer Rep-Bus Serv. Consultant (Tentative)	13.450	20.000	14.950	20.000	15.400	20.600
R030	Business Analyst	19.025	27.300	20.750	27.300	21.375	28.125
R033	Associate Planner-Planning & Design	16.400	23.000	17.650	23.000	18.175	23.700
R034	Facilitator Right-of-Way	19.000	27.250	20.700	27.250	21.325	28.075
R035	Planner Lines	18.650	26.000	20.000	26.000	20.600	26.775



**Revised Minimum and Maximum Rates for OPT Positions  
From April 1999 to June 2000 (Cont'd)**

		Effective		Effective		Effective	
		<u>April 5, 1999</u>		<u>April 3, 2000</u>		<u>June 5, 2000</u>	
		Min.	Max.	Min.	Max.	Min.	Max.
Job Code	Job Title						
R036	Planner Planning & Design	19.175	27.850	21.050	27.850	21.675	28.700
R037	Sr. Technician System Underground	19.100	27.550	20.875	27.550	21.500	28.375
R038	Sr. Technician Planning	19.100	27.550	20.875	27.550	21.500	28.375
R070	Associate Analyst-Computer Appl. Spec. (Tentative)	15.675	21.825	16.800	21.825	17.300	22.475
R104	Mail Driver	9.850	13.500	10.700	13.500	11.025	13.900
R105	Photographer	16.050	23.500	17.700	23.500	18.225	24.200
R106	Equipment Operator - Duplicating	10.500	14.600	11.500	14.600	11.850	15.050
R114	Equipment Operator-Mechanical Mailing	10.500	14.600	11.500	14.600	11.850	15.050
R115	Equipment Operator - Reprographics	10.500	14.600	11.500	14.600	11.850	15.050
R136	Mail Clerk	7.925	11.925	9.050	11.925	9.325	12.275
R238	Cashier	8.800	12.500	9.750	12.500	10.050	12.875
R387	Admin. Assistant Technical	10.625	15.100	11.525	15.100	11.875	15.550
R502	AAT-Creative Arts Silk Screen	14.325	20.350	15.550	20.350	16.025	20.950
R503	AAT-Creative Arts Signage	14.950	22.625	16.775	22.625	17.275	23.300
R804	AAT-CAD Operator Lines	14.125	19.675	15.150	19.675	15.600	20.275
R805	AAT-CAD Operator Substation Design	14.125	19.675	15.150	19.675	15.600	20.275
R808	AAT-AMS Operator	14.125	19.675	15.150	19.675	15.600	20.275
R809	Associate Planner-SID/OAS Coordinator	16.300	22.675	17.475	22.675	18.000	23.350
R810	Associate Planner-EMS Data	17.200	26.000	19.275	26.000	19.850	26.775

**Revised Minimum and Maximum Rates for OPT Positions  
From April 1999 to June 2000 (Cont'd)**

		Effective		Effective		Effective	
		<u>April 5, 1999</u>		<u>April 3, 2000</u>		<u>June 5, 2000</u>	
		Min.	Max.	Min.	Max.	Min.	Max.
Job Code	Job Title						
R850	Associate Planner-Work Organizer Disp.	16.150	23.250	17.625	23.250	18.150	23.950
R869	AAT Surveyor	14.900	22.500	16.700	22.500	17.200	23.175
R898	Operations Resource Coordinator	16.850	25.750	19.000	25.750	19.575	26.525
R927	Associate Facilitator-Credit (Tentative)	13.725	21.000	15.500	21.000	15.975	21.625
R941	Sr. Engineering Technician-Field	19.725	27.550	21.200	27.550	21.850	28.375
R942	Engineering Technician-Field	17.550	24.800	18.950	24.800	19.525	25.550
R1007	Sr. ATT-CAD Operator Substation Design	15.800	22.500	17.150	22.500	17.650	23.175
R1008	Sr. ATT-CAD A/C Towers	15.800	22.500	17.150	22.500	17.650	23.175
R1009	Sr. AAT-Sr. AMS Operator	15.800	22.500	17.150	22.500	17.650	23.175
R1010	Sr. AAT-Surveyor	16.600	25.400	18.750	25.400	19.300	26.150

**Revised Minimum and Maximum Rates for OPT Positions  
From April 2001 to June 2003**

		Effective		Effective		Effective		Effective	
		<u>April 2, 2001</u>		<u>June 4, 2001</u>		<u>June 3, 2002</u>		<u>June 2, 2003</u>	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Job Code	Job Title								
R001	Sr. Customer Rep-CCS	16.450	20.600	16.860	21.125	17.195	21.550	17.540	21.980
R002	Customer Rep-CCS	13.050	15.700	13.375	16.100	13.645	16.420	13.920	16.750
R004	Sr. Customer Rep-CCC	15.025	18.850	15.400	19.325	15.710	19.710	16.025	20.105
R005	Customer Rep-CCC	13.050	15.700	13.375	16.100	13.645	16.420	13.920	16.750
R007	Sr. Customer Rep-CBAS	16.450	20.600	16.860	21.125	17.195	21.550	17.540	21.980
R008	Sr. Customer Rep-Consumer Affairs	16.450	20.600	16.860	21.125	17.195	21.550	17.540	21.980
R010	Customer Rep-Appliance Repair (Tentative)	13.050	15.700	13.375	16.100	13.645	16.420	13.920	16.750
R011	Sr. Customer Rep-Appliance Repair (Tentative)	15.025	18.850	15.400	19.325	15.710	19.710	16.025	20.105
R012	Sr. Customer Rep-Customer Office	16.450	20.600	16.860	21.125	17.195	21.550	17.540	21.980
R013	Customer Rep-Customer Office	13.050	15.700	13.375	16.100	13.645	16.420	13.920	16.750
R014	Sr. Customer Rep-Bus Serv Consultant (Tentative)	16.450	20.600	16.860	21.125	17.195	21.550	17.540	21.980
R030	Business Analyst	22.450	28.125	23.000	28.825	23.460	29.400	23.930	29.990
R033	Associate Planner-Planning & Design	18.900	23.700	19.375	24.300	19.765	24.785	20.160	25.280
R034	Facilitator Right-of-Way	22.400	28.075	22.950	28.775	23.410	29.350	23.880	29.935
R035	Planner Lines	21.35	26.775	21.875	27.450	22.315	28.000	22.760	28.560
R036	Planner Planning & Design	22.900	28.700	23.475	29.425	23.945	30.015	24.425	30.615

**Revised Minimum and Maximum Rates for OPT Positions  
From April 2001 to June 2003 (Cont'd)**

		Effective		Effective		Effective		Effective	
		April 2, 2001		June 4, 2001		June 3, 2002		June 2, 2003	
Job Code	Job Title	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
R037	Sr. Technician System Underground	22.650	28.375	23.225	29.075	23.690	29.655	24.165	30.250
R038	Sr. Technician Planning	22.650	28.375	23.225	29.075	23.690	29.655	24.165	30.250
R070	Associate Analyst-Computer Appl. Spec. (Tentative)	17.925	22.475	18.375	23.050	18.745	23.510	19.120	23.980
R104	Mail Driver	11.550	13.900	11.850	14.250	12.085	14.535	12.325	14.825
R105	Photographer	19.350	24.200	19.825	24.800	20.220	25.295	20.625	25.800
R106	Equipment Operator- Duplicating	12.500	15.050	12.800	15.425	13.055	15.735	13.315	16.050
R114	Equipment Operator - Mechanical Mailing	12.500	15.050	12.800	15.425	13.055	15.735	13.315	16.050
R115	Equipment Operator - Reprographics	12.500	15.050	12.800	15.425	13.055	15.735	13.315	16.050
R136	Mail Clerk	10.175	12.275	10.425	12.575	10.635	12.825	10.850	13.080
R238	Cashier	10.700	12.875	10.975	13.200	11.195	13.465	11.420	13.735
R387	Admin. Assistant Technical	12.425	15.550	12.750	15.950	13.005	16.270	13.265	16.595
R502	AAT-Creative Arts Silk Screen	16.750	20.950	17.175	21.475	17.520	21.950	17.870	22.345
R503	AAT-Creative Arts Signage	18.600	23.300	19.075	23.875	19.455	24.355	19.845	24.840
R804	AAT-CAD Operator Lines	16.175	20.275	16.575	20.750	16.905	21.165	17.245	21.590
R805	AAT-CAD Operator Substation Design	16.175	20.275	16.575	20.750	16.905	21.165	17.245	21.590
R808	AAT-AMS Operator	16.175	20.275	16.575	20.750	16.905	21.165	17.245	21.590
R809	Associate Planner-SID/OAS Coordinator	18.650	23.350	19.125	23.925	19.504	24.405	19.894	24.895
R810	Associate Planner-EMS Data	21.350	26.775	21.875	27.450	22.315	28.000	22.760	28.560

**Revised Minimum and Maximum Rates for OPT Positions  
From April 2001 to June 2003 (Cont'd)**

Job Code	Job Title	Effective		Effective		Effective		Effective	
		<u>April 2, 2001</u>		<u>June 4, 2001</u>		<u>June 3, 2002</u>		<u>June 2, 2003</u>	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
R850	Associate Planner-Work Organizer Dispatcher	19.100	23.950	19.575	24.550	19.965	25.040	20.365	25.540
R869	AAT Surveyor	18.500	23.175	18.950	23.750	19.330	24.225	19.715	24.710
R898	Operations Resource Coordinator	21.150	26.525	21.675	27.200	22.110	27.745	22.550	28.300
R927	Associate Facilitator-Credit (Tentative)	17.275	21.625	17.700	22.175	18.055	22.620	18.415	23.070
R941	Sr. Engineering Technician-Field	22.650	28.375	23.225	29.075	23.690	29.655	24.165	30.250
R942	Engineering Technician-Field	20.350	25.550	20.850	26.200	21.265	26.725	21.690	27.260
R1007	Sr. ATT-CAD Operator Substation Design	18.500	23.175	18.950	23.750	19.330	24.225	19.715	24.710
R1008	Sr. ATT-CAD A/C Towers	18.500	23.175	18.950	23.750	19.330	24.225	19.715	24.710
R1009	Sr. AAT-Sr. AMS Operator	18.500	23.175	18.950	23.750	19.330	24.225	19.715	24.710
R1010	Sr. AAT-Surveyor	20.900	26.150	21.425	26.800	21.855	27.335	22.290	27.880

# 1999

## JANUARY

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## FEBRUARY

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## AUGUST

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## SEPTEMBER

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# 2000

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## FEBRUARY

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## SEPTEMBER

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## OCTOBER

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# 2001

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## APRIL

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## JULY

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# 2003

## JANUARY

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## JUNE

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## SEPTEMBER

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# 2004

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## AUGUST

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## SEPTEMBER

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## **UWUA Local 223's**

# ***Mission Statement***

The mission of UWUA Local 223 is to provide its members with a voice in the workplace and in the larger community.

Our goals are to protect and improve the wages, benefits and standard of living of our members and their families, to ensure a safe and healthy workplace, to affirm the dignity and value of our members and the work they perform, and to create a more just and secure workplace and society.

***We accomplish our mission by:***

- the active involvement of our members;
- effective bargaining and representation at the workplace;
- active participation in the political and legislative process;
- the active pursuit of alliances with other unions and organizations who share our concerns; and
- organizing to increase the strength and influence of the union as a whole.

Our work is guided by our belief in the right of all workers to participate in decisions which affect them and to be treated with dignity, fairness and respect.

Through our advocacy for the humane and effective use of human resources, we enhance the lives of all employees and the performance of the company. We believe that our strength depends upon the democratic participation of all members and our willingness to stand united for our mutual gain.

